LAST UPDATED: JULY 27, 2025

CUSTOMER AGREEMENT – GENERAL TERMS AND CONDITIONS (GLOBAL)

We, Okoora Trade flow Ltd., Global Financial Horizons Ltd. and Okoora Financials EU Ltd. ("**we**", "**us**" or "**Okoora**") will provide you ("**you**" or "**Customer**") with our Services by the terms and conditions of the Customer Agreement ("**Agreement**"), which you and we agree to enter into.

The Agreement is a legally binding contract between you and us and consists of:

- the CA Form;
- these General Terms, as made available on the Website and updated from time to time;
- all relevant Product and Services Terms;
- the Okoora Platform Terms of Use (if applicable);
- our Privacy Policy;
- any relevant compliance policies;
- any other product, region, or service-specific terms that may apply to your use of the Services;
- any additional documents referenced in the General Terms, or the Website, as amended or updated from time to time.

To access or use any of our Services, you and your Authorized Users must comply with the Agreement. You acknowledge and agree that you have read and understood its terms. If any part of this Agreement is unclear, you should contact us before using the Services.

By using the Services or otherwise accepting this Agreement, you confirm that you are legally bound by its terms and represent and warrant that both you and your Authorized Users.

In the event of any conflict or inconsistency between these documents, the conflict will be resolved in favour of the document appearing first in the list above, unless expressly stated otherwise.

Signing a CA Form

If required, you must complete and sign a CA Form before we can activate your Okoora Profile and provide access to our Services. By signing the CA Form, you confirm your acceptance of the Agreement, and you acknowledge that we will provide you with the Services in accordance with the terms of the Agreement; and the Agreement sets out the full scope of rights and obligations governing the Services provided to you.

Effective Date and Term

This Agreement becomes effective on the earliest of the following dates ("**Effective Date**"):

- the date your Okoora Profile is activated, allowing you to initiate any transactions, even if your access to the Services is limited;
- the date you and we enter into a CA Form; or
- the date you and we otherwise agree to be bound by this Agreement.

This duration of this Agreement and the terms governing its renewal or termination are as set out in Clause 17 below.

1. DEFINITIONS

1.1 In this Agreement, capitalized words have the meanings set out in the Definitions Schedule to this Agreement unless otherwise specified.

2. SERVICES

2.1 We shall provide you with the Services in accordance with the terms of this Agreement, the CA Form and the specific Products and related service terms set forth in the applicable Product Terms schedule.

2.2 The scope, pricing, features, and conditions of the Services and Products shall be as defined in your Agreement Form and the respective Product Terms, which form an integral part of this Agreement.

2.3 **Product Terms**. The Product Terms contain specific terms governing your and our rights and obligations regarding the Services. If there are no Product Terms for a Service, then only the CA Form and these General Terms govern. By accessing or using a Service, you agree to comply with any applicable Product Terms. We may modify the Services and Okoora Platform at any time, including adding or removing functionality or imposing conditions on use of the Services. We will notify you of material adverse changes in, deprecations to, or removal of functionality from, Services or Okoora Platform that you are using. We are not obligated to provide any updates. However, if we make an update available, you must fully install it by the date or within the time period stated in our notice; or, if there is no date or period stated in the notice, then no later than 30 days after the date of the notice.

2.4 **Okoora Profile.** You must provide all information required by Okoora, as prompted through the Okoora Platform, to register, create and maintain an Okoora Profile. We will only create an Okoora Profile and allow you to use the Products if Okoora is satisfied, in its sole discretion, with the information you have provided.

(a) You can have only one Okoora Profile, unless Okoora agrees otherwise in writing. If we discover that you have more than one Okoora Profile, we may merge or close profiles or terminate some or all Services provided to you.

2.5 **Global Account.** After we created your Okoora Profile, you may request to open a Global Account via the Okoora Platform. You may use Global Accounts in connection with products we provide under the applicable Product Terms.

2.6 **Access Via Okoora API.** You may request access to the Services, including specific Products, through the Okoora API. When accessing the Services via the Okoora API:

(a) You shall use the Okoora API solely to access the designated Services and strictly in accordance with the rules or guidelines provided by us, as updated or supplemented from time to time (including those available at https://docs.okoora.com/;

(b) The API Integration Terms (available on the Website under Legal) shall govern the relationship between Okoora and you with respect to API access and usage.

(c) We shall not be liable for any damages, losses, or disruptions arising from the your failure to comply with Clause 2.6(a), including, without limitation, improper use, unauthorized access, or non-compliance with the rules or guidelines governing the Okoora API.

2.7 **Acceptable Use Policy.** You agree to comply with our Acceptable Use Policy at all times.

2.8 **Third-Party Services.** The services provided to you under this Agreement to may be provided through a combination of (i) the Services provided by us and (ii) other financial services ("**Third-Party Services**") provided by Okoora Network Partners according to the Network Rules. It is your responsibility to review and comply with the Network Rules before executing any transaction. Using our Services, you consent to and authorize Okoora to engage with and delegate certain Services to Network Partners as necessary.In addition, you agree that we have no Liability to you or any of your Affiliates or Personnel under this Agreement or any other agreement with respect to such Third-Party Services.

2.9 **Platform Updates.** We may issue updates for the Okoora Platform, including the Okoora APIs, from time to time. We shall notify you of any updates that require you to take steps to implement them and you agree to do so as soon as reasonably practicable after notification. You agree and acknowledge that it may not be possible to use the Okoora Platform, in some cases, until you have implemented the required updates. If you have not implemented an update within ninety (90) calendar days of Okoora releasing it, we may stop providing some or all of the Services to you, by giving you thirty (30) calendar days prior written notice.

3. Regulatory Status. Okoora is not a bank and does not provide deposit-taking or savings account services. The use of the Services does not equate to holding funds in a bank account. In accordance with applicable regulatory requirements, any funds held or processed through Okoora will not accrue interest.

3.1 **Beta Services.** You acknowledge and agree that Okoora may indicate that certain Services are provided as 'beta', 'pilot', 'invite-only', 'limited release' or 'pre-release' features or services ("**Beta Services**"). You acknowledge and agree that:

(a) Beta Services are incomplete and still in development, may contain bugs or errors, may materially change prior to a full commercial launch (if any), and may never be released commercially;

(b) We provide all Beta Services on as 'as-is' basis, and without warranty of any kind, and your use of, or reliance on any such features and services is done at your own risk;

(c) We have no obligation whatsoever to provide any bug fixes, error corrections, patches, or service packs for, or any revisions, successors, or updated versions to, Beta Services (or any part of them) during your use of any Beta Services, however, if Okoora provides or makes available any update to Beta Services, you must fully implement the applicable update within the time period specified by Okoora or within thirty (30) calendar days after Okoora makes the update available to you (whichever is earlier);

(d) We may make updates, changes, repairs, or conduct maintenance at any time, and with or without notice, which may result in changes in the availability or quality of Beta Services. In addition, we may suspend your access to Beta Services with or without notice, including if we reasonably believe that:

(i) suspension is required by Applicable Law;
(ii) continuing to provide the Beta Services would make Okoora in breach of any obligation that Okoora owes to a third party; or
(iii) Okoora determines that continuing to provide the Beta Services would give rise to an unacceptable security or privacy risk; and

(e) We may terminate your access to the Beta Services without prior notice if we, at our sole discretion, stops offering the Beta Services.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of Okoora and you represent and warrants to the other as of the Commencement Date of this Agreement, and on a continuing basis thereafter, that:

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

(b) in connection with the performance of this Agreement, it will comply with Applicable Law regarding its use of the Services, the Okoora Platform and Customer Data;

(c) it is not a Consumer or a Micro-Business;

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

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

4.2 You represent and warrant that you shall, and will take all necessary measures to ensure that all of your Personnel shall:

(a) comply with all ABC Laws and applicable Sanctions;

(b) refrain from any act or omission that could cause us to be in breach of ABC Laws;

(c) not engage in any conduct that could reasonably be construed as the direct or indirect offering, giving, soliciting, or receiving of a bribe, including to or from public officials or politically exposed persons;

(d) ensure that neither he nor any of his Personnel or Authorized Users is a Restricted Person, and that he does not use the Services for transactions involving, directly or indirectly, any Restricted Person or Restricted Area.

(e) not use or allow the use of the Services in any manner that violates Sanctions, including by providing access to the Services to any Restricted Person or allowing any Restricted Person to access the Okoora Platform;

(f) implement and maintain an effective compliance programme reasonably designed to ensure adherence to ABC Laws and Sanctions, including training, education, and measures reasonably designed to prevent and detect violations; and

(g) provide us with timely and reasonable assistance as required for any actions requested by a Regulator in any jurisdiction, including compliance with ABC Laws or Sanctions or in connection with any regulatory investigation involving Okoora or any member of the Okoora Group.

5. CUSTOMER DUE DILIGENCE

5.1 Before we provide any Services to you, we may carry out due diligence checks on your Personnel, Beneficial Owners, and/or Authorized Users (as relevant), together with any third parties involved in your transactions, as we require in our sole discretion to meet our obligations under Applicable Law. You agree that the provision of, and your use of, the Services are subject to completion of Initial Due Diligence to our satisfaction.

5.2 You will provide all information we request from time to time within two (2) Business Days of such a request. You acknowledge and agree that we may refuse to provide or may suspend the provision of some or all Services: (i) until you have supplied all information we requested and in our sole discretion deemed such information satisfactory; or (ii) if we determine in our sole discretion that there has been a material change to your credit status during the Term.

5.3 You must provide us with complete, accurate, and up to date information at all times. Losses arising from your failure to provide complete or accurate information to Okoora and/or failure to provide requested information within the required timeline shall be your responsibility.

6. AUTHORIZED USER

6.1 You may request to appoint an Authorized User to act on your behalf to conduct certain transactions, give instructions or otherwise communicate with us in relation to this Agreement. In order to appoint an Authorized User, you must promptly provide all information we require in order to create and maintain a User Profile for each Authorized User, which may include Personal Data of the proposed Authorized User. The terms of this Agreement shall apply to each duly approved Authorized User, and any act or omission by an Authorized User shall be treated as an act or omission of you.

6.2 You agree that:

(a) unless otherwise agreed in writing, each Authorized User has the authority and capacity, without limitation, to provide instructions to Okoora on your behalf for the provision of Services under this Agreement;

(b) We will rely on the authority of the Authorized Users without any requirement to confirm instructions with you, and you will be bound by the actions of the Authorized Users, unless and until you provide us with a written notice (in accordance with Clause 21.2) withdrawing or otherwise modifying the authority of an Authorized User;

(c) You are responsible for ensuring that any Authorized User that you appoint under Clause 6.1 is given the necessary authority to act as an Authorized User; and

(d) We may refuse an Authorized User access to the Okoora Platform and/or Services for any reason, in our sole discretion.

7. SAFETY AND SECURITY

7.1 In order to use the Okoora Platform, you (or your Authorized User) must log in using a unique password and any multiple-factor authentication we request. For example, we may require the Authorized User to authenticate that they are the Authorized User when logging in to the Okoora Platform, or for certain transactions made using the Okoora Platform. You must store all log-in information and passwords used to access the Okoora Platform safely and securely at all times and only allow Authorized Users to access the Services.

7.2 You must contact Okoora immediately by email to support@okoora.com and change your password if you suspect your security credentials for accessing the Okoora Platform or the Services are stolen, lost, used without authorization by you or an Authorized User or otherwise compromised (each a "**Security Concern**"). Your delay in notifying us may affect the security of your Okoora Profile and related accounts, and may result in Losses which, to the extent arising from such delay, shall be borne entirely by you.

7.3 As soon as you suspect or become aware of transactions in connection with your Okoora Profile having been: (i) made without your authorization ("**Unauthorized Transactions**"); or (ii)

incorrectly initiated or executed ("**Incorrect Transactions**"), you must notify us immediately by email to support@okoora.com.

7.4 If you do not notify us within sixty (60) calendar days of the date of an Unauthorized Transaction, Incorrect Transaction, or Security Concern, we will have no Liability to you in respect of the relevant matter (including correcting the matter or to refund any amounts to you). If you notify us within sixty (60) calendar days of the Unauthorized Transaction, Incorrect Transaction, or Security Concern, we will use reasonable endeavours to assist you in obtaining a refund subject to Clause 14 (Liability and Indemnity) and Applicable Law.

7.5 Where We refund you for Unauthorized Transactions or Incorrect Transactions but subsequently finds that you did not comply with its obligations under this Clause 7 in relation to those Unauthorized Transactions or Incorrect Transaction(s), you must reimburse us for the value of those Unauthorized Transactions or Incorrect Transaction(s).

7.6 To the extent permitted by Applicable Law, you assume full responsibility for any fraudulent activity, unauthorized transactions, or misuse of the Okoora Platform and Services, unless such fraud results directly from our willful misconduct or gross negligence. You must implement and maintain appropriate security measures to prevent unauthorized access, including safeguarding log-in credentials, authentication tools, and any account access mechanisms. Any fraudulent transactions resulting from your failure to maintain adequate security, unauthorized disclosure of access credentials, or allowing third parties to access or operate your account shall be your sole liability.

7.7 You must promptly notify Okoora upon becoming aware of any actual or suspected fraudulent activity, unauthorized access, or irregular transactions, and any delay or failure to report such incidents may increase your liability. This clause applies to the fullest extent permitted by law and takes precedence over any conflicting provision of foreign law or third-party agreements unless expressly prohibited by Applicable Law. Nothing in this clause limits your obligation to comply with our security policies, AML/KYC requirements, or other compliance obligations, nor does it affect our rights to take remedial or enforcement action in cases of fraud or security breaches.

8. RESTRICTIONS

8.1 **Restrictions.** We may place interim or permanent restrictions on using all or any part of the Services based on your country of residence, business type, identity verification checks, the Acceptable Use Policy, and/or Applicable Law. Subject to Applicable Law, we will notify you when a restriction is implemented or, if that is not practical, promptly after the restriction is implemented.

8.2 **Orders.** We may be required to respond to and comply with binding and effective orders affecting your receipt of the Services, including but not limited to, demands, writs of attachment, liens, subpoenas or other orders or notices issued by a Regulator ("**Orders**"). To comply with an Order, we may take certain action in relation to your Okoora Profile and access to the Okoora Services, including but not limited to suspending functionality (such as the ability to make payments or access funds), releasing funds and disclosing data or information about you and your transactions to a Regulator. Unless prohibited by Applicable Law, we will make reasonable efforts to notify you of any such action it has taken. You acknowledge that we do not have any obligation to contest or appeal any Orders.

9. FEES

9.1 In consideration of the provision of the Services and the Products to you, you will pay us the Fees set out in the CA Form or otherwise agreed in writing between the Parties.

9.2 We may, from time to time, launch new features for Products to which additional fees will apply.

(a) If you use the relevant Product through the Okoora API, we will notify you in writing of the fees applicable to any new feature at least thirty (30) calendar days before the new feature is launched. If you do not agree to the proposed fees for the new feature(s), you must notify us in writing before the launch date of the new feature(s). You will not be able to use the new feature(s) until you and Okoora have reached an agreement as to the fees applicable to the feature(s). If you do not notify Okoora before the launch date described above, you will be deemed to have accepted the fees applicable to the relevant feature(s).

9.3 Unless otherwise agreed by us:

(a) all Fees, charges and other amounts expressed by us to be payable by you shall exclude amounts in respect of Taxes;

(b) all Fees, charges and other amounts payable to us will be paid in full without any set-off, counterclaim, deduction or withholding unless prohibited by Applicable Law; and

(c) any Tax payable in respect of the Services provided or payments made under this Agreement (other than Tax payable on Okoora's net income, profits or gains) will be payable by you at the prevailing rate (if applicable).

9.4 You agree that we may send documents to certain tax authorities for transactions processed using the Services or related to your use of the Services, as required by Applicable Law.

10. CONFIDENTIALITY

10.1 Each Party agrees that it shall:

(a) Maintain the confidentiality of all Confidential Information received from the other Party;

(b) Use the Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement;

(c) Not disclose the Confidential Information to any third party without the prior written consent of the disclosing Party, except as expressly permitted under this Agreement; and

(d) Take all reasonable measures to safeguard the Confidential Information against unauthorized access, theft, loss, or disclosure, using at least the same degree of care it applies to its own confidential information of a similar nature.

10.2 Confidential Information may be disclosed only if:

(a) Required by Applicable Law, a court of competent jurisdiction, a regulator, or the Network Rules;

(b) Necessary for the resolution of a dispute under this Agreement;

(c) Disclosed to professional advisors, auditors, or legal representatives, provided they are bound by confidentiality obligations at least as protective as those in this Agreement;

(d) Already lawfully in possession of the receiving Party prior to disclosure, without any obligation of confidentiality;

(e) Becomes public knowledge through no breach by the receiving Party; or

(f) Received from a third party without any obligation of confidentiality.

10.3 Notwithstanding the termination or expiration of this Agreement, each Party's obligations under this clause shall continue indefinitely with respect to Confidential Information that remains non-public.

11. INTELLECTUAL PROPERTY

11.1 **Okoora Marks**. As between the Parties, all Okoora Marks owned or used by us in the course of our business are the property of Okoora. We reserve all Intellectual Property Rights in relation to the use of the Okoora Marks. You may not use the Okoora Marks or any similar marks without our prior written consent.

11.2 **Okoora Intellectual Property Rights**. As between the Parties, we own all Intellectual Property Rights in and to the Services, including the Okoora Platform and its proprietary technology, including its software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), and network designs, and including any modifications, improvements, feedback, ideas or suggestions relating to the Okoora Platform, the Products and Services and derivative work thereof. This Agreement does not transfer from us to you any ownership rights in the Okoora Platform, or Services.

11.3 **Okoora License**. During the Term, Okoora Financials EU Ltd. grants you a personal, limited, non-transferable, non-exclusive, non-assignable, non-sub-licensable, royalty-free licence to access and use the Okoora Platform solely for the receipt of Services provided to you in accordance with the terms of the Agreement. This license is subject to compliance with all terms of the Agreement and does not transfer any ownership rights in the Okoora Platform to you.

You shall not, except to the extent allowed by Applicable Law or permitted under the license granted under this Clause 11.3, attempt to:

(a) Use, distribute, sublicense, reproduce, modify, copy, adapt, translate, create derivative works from, transfer, loan, rent, sell, or otherwise commercially exploit, frame, re-publish or redistribute, publicly perform or publicly display any part of the Services including the Okoora Platform, Services, or included software;

(b) Allow any unauthorized person to access or use the Okoora Platform, use the Services on behalf of third parties, or engage in speculative trading on the Okoora Platform; or

(c) reverse compile, disassemble, reverse engineer, attempt to extract the source code, or otherwise reduce to human-perceivable form all or any part of the Services or Okoora Platform.

11.4 You will not use the Services, including the Okoora Platform, in any way that infringes or violates our or any third party's Intellectual Property Rights, or otherwise in breach of Applicable Law. To the extent that the Okoora Platform displays content implicating any third party's Intellectual Property Rights, you shall obtain written consent from the relevant third party before reproducing or republishing such content, unless otherwise permitted under this Agreement or Applicable Law.

11.5 **Customer Marks.** As between the Parties, all Customer Marks owned or used by you in the course of your business are your property. You reserve all Intellectual Property Rights in relation to the use of your Marks.

11.6 **Customer License**. During the Term, you grant us a royalty-free, non-exclusive, irrevocable, transferable and sub-licensable license to use your Materials, for the purposes of operating the Okoora Platform, providing the Services and fulfilling our rights and discharging our obligations under this Agreement. You are solely responsible for the quality, accuracy, and completeness of any Customer Materials.

11.7 **Promotion**. You hereby agree that we may include your Marks and general business information in our promotional and marketing materials, including on the Website and in promotional/marketing materials issued in partnership with Okoora Network Partners or other third-party service providers, without requesting further consent. You may at any time and upon reasonable notice in writing request that we cease to use your Marks and general business information for these purposes.

11.8 **Feedback**. If you provide us with any comments, questions, ideas, suggestions or other feedback relating to the Okoora Platform or any of the Services, you agree that we may freely use, copy, disclose, licence, distribute and exploit such Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. You may request that we cease to use the Feedback by providing us with a Notice, with which we will seek to comply as far as reasonably practicable. Feedback will not be considered your Confidential Information or Customer Materials.

12. MONITORING AND AUDIT

12.1 Customer shall permit Okoora to conduct an audit and allow an Okoora Auditor to access any of Customer's premises, personnel and relevant records as may be reasonably required in order to:

(a) fulfill any legally enforceable request by any Regulatory Authority;

(b) undertake verification that you Services are being carried out and all obligations of Customer are being performed in accordance with this Agreement, including obligations relating to the Eligibility Criteria; or

(c) undertake verification that the Okoora's policies, practices and procedures, including those on AML/CFT, that apply to the Customer are being complied with.

12.2 Customer shall provide Okoora Auditors with all reasonable co-operation, access and assistance in relation to each audit, and shall also ensure that its personnel:

(a) Cooperate with an Okoora Auditor, are readily available for and attend meetings, and answer any questions posed to the Customer by an Okoora Auditor; and

(b) Provide access or copies of books, records, documentation, and information related to your services and Customer's System (if applicable) to an Okoora auditor.

12.3 Each Party shall pay its own costs incurred in the course of any monitoring conducted by Okoora or audit(s) performed by an Okoora Auditor.

12.4 If an audit identifies that Customer has failed to perform its obligations under this Agreement then, without prejudice to the other rights and remedies of Okoora, Customer shall take the necessary steps to comply with its obligations at no additional cost to Okoora.

12.5 Okoora may increase the extent to which it monitors the conduct of Customer Services if Customer fails to fulfil its obligations under this Agreement. Okoora will give the Customer prior notification of its intention to increase the level of its monitoring.

13. DATA & PRIVACY

13.1 Okoora will collect, generate, and Process Personal Data, Customer Data, and other processing, payment, and transaction data ("**Data**") in the course of, and in connection with, the provision of the Services and accordance with the provisions of the Data Processing Addendum.

13.2 The Customer acknowledges and agrees that Okoora will Process, analyse, manage and use Data to: (a) provide the Services to, and manage its relationship with, you; (b) fulfil its legal and regulatory obligations and/or prevent fraud, illegality or other harm to Okoora, you, other Okoora customers, or third parties; (c) analyse, develop or improve its products, services and processes; and (d) enforce its legal rights.

13.3 Okoora may disclose Data to any of its branches and Affiliates, any service provider, any of its banking and financial partners, and any person to whom Data is required or reasonably expected to be disclosed pursuant to any law, regulation or any governmental or court order.

13.4 The Customer represents, warrants and undertakes that it:

(a) will protect all Data it receives in connection with the Services by implementing appropriate technical and organizational measures, taking into account the costs of implementation and the nature, scope, context and purposes of processing, to ensure a level of security appropriate to the risk;

(b) shall only Process Data for its internal business use and to fulfill its legal obligations under this Agreement, in each case to the extent it has a lawful basis for such Processing; and

(c) has (i) complied with Applicable Law, including Applicable Data Protection Laws, in respect of the collection, storage, disclosure and transfer of Data; (ii) a lawful basis for Processing such Data; and (iii) obtained any necessary permissions and consents for providing such Data, and made such disclosures to the relevant individuals as are necessary to ensure such Data may be Processed by Okoora in the manner required by this Agreement.

13.5 In relation to the processing of Personal Data in connection with the Services, the Parties agree that their respective roles and obligations shall be governed by the DPA that is incorporated into this Agreement by reference.

13.6 The Customer agrees that Okoora may, to the extent permitted by Applicable Law, make, directly or using a third party, any inquiries Okoora believes are necessary to verify information Okoora collects about you, its Affiliates, their Personnel, and their End Users.

14. LIABILITY AND INDEMNITY

14.1 Each Party is liable to the other Party for any breach of its obligations under this Agreement.

14.2 Notwithstanding Clause 14.1 and any other provisions in this Agreement:

(a) No Party is liable in respect of:

(i) Any incidental, punitive, indirect, special or consequential losses or damages suffered or incurred by any other Party, such losses or damages to include: (A) loss of profits or revenue; (B) loss of anticipated profits or revenue; (C) loss of business opportunities or bargain; (D) loss of operation time or loss connected with or arising from business interruption; and (E) damages in relation to goodwill or any other damages to reputation, in each case, arising as a direct or indirect result of the applicable claim.

(b) Okoora is not liable in respect of, or in connection with:

(i) Any loss outside of the direct control of Okoora and/or any of its Affiliates that arises from the negligence, fraud or wilful misconduct or the insolvency of any third-party (correspondent or partner) bank, liquidity provider, or other financial institution who is part of the payment network that has been used (directly or indirectly) to provide any of the Services;

(ii) The non-execution, or defective execution, of transactions or instructions if any information you provide in Customer's instructions is incorrect or if such non-execution or defective execution arises out of Customer's failure or delay in providing Okoora with the information Okoora reasonably requires in accordance with this Agreement; and/or

(iii) Any error, mistake or non-performance arising from the payee/beneficiary bank if the payee/beneficiary bank fails to process the payment correctly.

14.3 In furtherance of Clause 14.1, each Party shall defend, indemnify, hold harmless and keep indemnified the other Party and its Affiliates and their respective employees, directors, officers, agents and permitted assigns (collectively the "**Indemnitees**") from Losses arising from Clause 13.1, provided that, subject to Clause 14.5, Okoora's maximum aggregate liability for all Losses in any one calendar year in relation to this Agreement shall not exceed the aggregate Fees paid by you in respect of that calendar year.

14.4 In addition to the indemnification set out in Clause 14.3, you shall defend, indemnify, hold harmless and keep Okoora and its Indemnitees ("**Okoora Indemnitees**") indemnified for Losses arising from Clause 14.1 in the event that Okoora is acting (i) on any of Customer's or any of its Authorized Users' instructions, or (ii) on any instructions which Okoora (or its Affiliates, as the case may be) reasonably believe(s) to have been made by you or any of its Authorized Users.

14.5 Nothing in this Agreement limits or excludes, in relation to each Party, its liability for:

(i) death or personal injury caused by its negligence;

(ii) fraud or fraudulent misrepresentation; or

(iii) any other act or omission, liability for which may not be limited under Applicable Law.

15. CHANGES TO THE GENERAL TERMS AND THE AGREEMENT

15.1 We may update this Agreement, including the Product Terms and any Additional Terms, by amending the online version available on the Website. The "Last Updated" date at the beginning of the document will reflect the date of the most recent changes ("**Change Effective Date**").

15.2 You acknowledge and agree that:

(a) You are responsible for regularly reviewing the Agreement to stay informed of any updates.

(b) Continued use of the Services after an update/change constitutes acceptance of the revised Agreement.

(c) If you disagree with any changes, it may elect to stop using the affected Services or terminate the Agreement in accordance with Clause 17.

15.3 Notwithstanding Clause 15.2, Okoora may make changes to the Product Terms of this Agreement, without prior notice, if such changes:

(a) Are required by Applicable Law or Regulator instruction; or

(b) Are required in order to enhance or add functionality to the Services and do not materially affect existing terms relating to the relevant Product.

16. SUSPENSION

16.1 We may, without notice, immediately suspend access to the Services if:

a. We reasonably believe that you, or your use of the Services, is, or will be, in breach of Applicable Law;

b. We are required to do so upon instruction of a Regulator, or an Okoora Network Partner;

c. You undergo a Change of Control;

d. You notify us of, or Okoora identifies, any suspected or actual Unauthorized Transaction;

e. Okoora has reasonable concerns about criminal activity in connection with the Okoora Profile, the Services or any request for a refund in relation to an Unauthorized Transaction in respect of your Okoora Profile;

f. You have breached the Acceptable Use Policy;

g. You have breached this Agreement, including by having given false or incorrect information;

h. You notify us of, or Okoora identifies, any suspected or actual Unauthorized Transactions in relation to its Okoora Profile;

i. You have been placed on any Sanctions List;

j. We suspend or stop all, or part of, the Services, including for technical or security reasons;

k. You have not paid or repaid any amounts owing to Okoora by the date due as notified by us; or

l. You have not used your Okoora Profile for twelve (12) months, and it has become inactive.

16.2 Where we exercise a right of suspension, we will give you notice of suspension where possible and the reasons for such suspension, either before the suspension is put in place, or immediately after, unless it would compromise our reasonable security measures or otherwise cause us to be in breach of Applicable Law. We will use commercially reasonable endeavours to remove the suspension as soon as practicable after the reasons for the suspension have ceased.

17. TERMINATION

17.1 This Agreement shall enter into force on the Effective Date and shall remain in effect for an initial period of twelve (12) months (the "**Initial Term**").

17.2 Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of twelve (12) months each, unless either Party provides the other with written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

17.3 Notwithstanding the above, we may immediately terminate this Agreement without liability:

a. If Customer commits a material breach of any of its obligations under this Agreement that is incapable of remedy;

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

c. There is a Force Majeure Event affecting the Customer;

d. If the Customer has an Insolvency Event;

e. If the Customer's activity or a significant part thereof is stopped for a period of two months or longer;

f. If Okoora deems, in its sole discretion, that an event has occurred that could materially impair the Customer's monetary/financial capacity, whether or not such an event and/or the circumstances of its formation depend on the client and/or are under the Customer's control;

g. In the events set out in Clause 16.1(a)-(l) if the ground on which Okoora suspends is incapable of remedy within thirty (30) calendar days;

h. If Okoora determines that as a result of any change in the provisions of the law and/or for any other reason, the performance of the Services and/or the continued conduct of the transactions become illegal, impossible, or impractical for Okoora and its Affiliates;

i. The Customer's compliance with Applicable Law is at risk, including but not limited to failure to fulfill compliance obligations such as AML/CFT requirements or providing inaccurate, incomplete, or misleading information;

j. Okoora is required to terminate the Agreement by a government authority, regulator, Network Partner, or due to Applicable Law;

k. The Customer engages, or is suspected to be involved, in fraud, money laundering, terrorist financing, or any other illegal activity;

l. Okoora believes, in its sole discretion, that the Customer's Account has been compromised or is subject to security concerns;

m. The Customer uses the Services in a prohibited manner or otherwise breaches the terms of this Agreement or the Terms of Use;

n. If Okoora determines, in its sole discretion, that continued engagement with the Customer presents a compliance or regulatory risk.

o. The Customer's death (God forbid), disqualification, imprisonment, or departure from the country occurs;

p. Okoora, in its sole discretion, determines that the risk level associated with the Customer's Account is unacceptable;

q. If it has exercised its right to suspend the Services and does not reinstate the suspended Services within thirty (30) calendar days. Okoora, at its sole discretion, may determine whether it will suspend or terminate the Services in accordance with this Agreement.

17.4 Upon termination, you must stop using our Services in any other way, and the following shall apply:

a. All fees you owe us will become immediately due and payable. In the circumstances set out in Clause 17.1, we may charge you for any costs, expenses and Losses we incur (including those due to any action we take to cover or reduce the exposure);

b. we will ask you to withdraw in full any funds in the Global Accounts, subject to our right of set-off and our right to hold any amounts and balances, as we deem fit, for risk purposes;

c. any accrued rights you and we may each have and the provisions of this Agreement that are intended to survive termination, shall remain in force after the termination of this Agreement.

17.5 In addition, in any event of termination of the Agreement, Okoora shall not be obligated to keep the information in your account for the period after the termination of the Agreement, except in accordance with the provisions of the law

17.6 The terms of this Agreement shall continue to apply to acts and/or transactions that are pending on the date of termination and until their expiration date, unless of a material breach of the Agreement by you, where Okoora may cease, close or cancel any transaction or order, in whole or in part, without liability towards Customer.

18. CARD SCHEME RULES AND REGISTRATION

18.1 You undertake and agree to comply with all applicable Card Scheme Rules and our guidelines and ensure that each of its clients using any Card Scheme capability complies with such Card Scheme Rules and Okoora guidelines on an ongoing basis.

18.2 You acknowledge that we must register you and maintain such registration with each Card Scheme throughout the term of this Agreement, at your cost.

18.3 You shall, without undue delay, provide Okoora with all necessary information and data reasonably requested by us and/or a Card Scheme to enable the registration with the Card Schemes and compliance with Card Scheme Rules. You acknowledge that for the registration, the Card Schemes may request us to validate or confirm certain compliance requirements related to your operations, and you must provide us with such information.

18.4 You acknowledge that it is the sole discretion of the Card Schemes to approve or reject any application for the registration of a customer of Okoora. The Card Schemes may determine the necessity and impose risk conditions on you.

18.5 This clause 18 applies only if you (i) collect or aggregate card payment transactions that clients accept, (ii) manage a card program as authorized by Okoora as a card issuer and distribute cards to the clients, or (iii) do both (i) and (ii).

19. MINIMUM BALANCE, DEDUCTIONS AND SETTLEMENT

19.1 You shall maintain a minimum balance in the Global Accounts, as specified in the CA Form or as otherwise instructed by Okoora in writing, to cover all fees, charges, and other amounts due under this Agreement. Failure to maintain the required balance may result in service suspension or other remedial actions as determined by us.

19.2 You hereby authorize us to debit your bank account held at any financial institution, the Global Accounts and any accounts held with us for any deficiencies, overages, fees, subscription fees, transactional charges, pending chargebacks and any other amounts owed to us, or we may deduct such amounts from any amounts due to you from us. Such authorization will remain in effect until after the termination of this Agreement and until Okoora has received written notice terminating the permission and all obligations to Okoora have been paid in full.

19.3 To secure payment of fees or other claims you owe us under this Agreement, you grant to Okoora a security interest in all now existing or hereafter acquired: (i) transactions submitted to Okoora for processing, (ii) accounts receivable and payment rights relating to or arising from this Agreement, including all amounts due Customer (including any rights to receive credits or payments hereunder), and (iii) accounts maintained with Okoora.

19.4 Without derogation to our rights hereunder, you agree that we are entitled, at any time and without prior notice to Customer, to combine or consolidate the available balance maintained by Okoora for Customer, and set off or transfer any money standing to the credit of any such account in or towards settlement (whether in whole or in part) of any amount owed by Customer to Okoora under this Agreement. You authorize Okoora to debit the Global Accounts held with Okoora for any deficiencies, overages, fees, fines, pending reversals/returns/chargebacks, and any other amounts owed to Okoora. Customer further authorizes Okoora to cover any shortfalls in the Global Accounts from funds stored in any of Customer's other wallet(s) held with Okoora in any other currency. Such authorization will remain in effect until after termination of this Agreement and until all obligations to Okoora have been paid in full.

20. FORCE MAJEURE

20.1 Neither Party will be responsible for any failure to fulfil any obligation for so long as, and to the extent to which, the fulfilment of such obligation is prevented, hindered, or delayed by a Force Majeure Event. The Party subject to the Force Majeure Event will:

(a) promptly notify the other Party of any circumstances which may result in failure to perform any of its obligations under this Agreement; and

(b) use reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations.

20.2 This Clause 20 does not limit or otherwise affect your obligation to pay any Fees or other charges or amounts due under this Agreement.

21. GENERAL

21.1 **Entire Agreement**. This Agreement represents the entire agreement between the Parties and supersedes all previous agreements, representations, promises, and statements between the Parties, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this

Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21.2 **Notices.** All notices, demands and other communications provided for or permitted under this Agreement ("**Notices**") must be:

(a) made in writing in English, unless another language is required by Applicable Law; and

(b) if given to:

(i) Okoora, it must be addressed to the postal address specified in your CA Form or by email to Ziv Lapid, General Counsel, by zivl@Okoora.com copying legal@Okoora.com (or otherwise as notified by Okoora to you from time to time); or

(ii) Customer, it must be addressed to the postal address specified in your CA Form or by email to your main contact or any other email address that you request be specified in your Okoora Profile.

21.3 All Notices delivered in accordance with Clause 21.2 will be deemed delivered:

(a) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the Party's postal address above;

(b) if sent by post, two (2) calendar days after the day of posting; or

(c) if sent by email, on the day of sending the notice in the Region of the recipient, or if sent outside of usual business hours, at 9:00 am the next Business Day after sending in the Region of the recipient.

21.4 Clauses 21.2 and 21.3 do not apply to the service of any documents initiating a Lawsuit, such as service of process, summons, arbitration notice or other relevant documents, or to the service of other documents arising from a pending or ongoing Dispute, such as a subpoena, request or demand.

21.5 **Relationship**. Nothing in this Agreement will be construed as creating an agency, a partnership or joint venture between the Parties, constitute any Party being the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

21.6 **Co-marketing.** After the Effective Date, we may issue a press release that identifies you as a new client of Okoora ("**Press Release**"). Before publication, we will provide you with a draft of the press release for approval, which you will not unreasonably withhold, delay or in any event give later than five (5) Business Days after receiving the draft press release. We may also request you to engage in the following co-marketing activities:

(a) Providing a quote from your executive management regarding motivations for partnering with Okoora, which Okoora may include in the Press Release;

(b) Participating in reference calls with prospective Okoora customers; and

(c) Participating in at least one written or video case study, or other agreed upon co-marketing activity. Okoora may use and distribute the case study or other co-marketing materials in the Website and social media channels and sales presentations and written communications (including email) to prospective customers.

21.7 In addition, you grant us a non-exclusive, worldwide, royalty-free, and revocable license to use the Customer Marks for marketing and promotional purposes, including on the Website, in marketing materials, and publications such as customer stories, use cases, and case studies showcasing our solutions.

21.8 **Assignment, Novation and Subcontracting by you**. You will not assign this Agreement, in whole or in part, and will not subcontract any of its obligations under this Agreement, without our prior written consent. Any attempt by you to assign or subcontract in contravention of this Clause 21.8 will be void and constitute a material breach of this Agreement.

21.9 **Assignment and Novation by Okoora.** We may, upon at least thirty (30) calendar days' notice to you:

(a) Assign our rights under this Agreement, in whole or in part; or

(b) Novate or otherwise transfer this Agreement, in whole or in part,

in each case to another member of the Okoora Group. You hereby irrevocably consent in advance to any such assignment or novation, and acknowledge and agree that any such assignment or novation shall be effective without requiring any further consent from you with effect from the date specified in the relevant notice.

21.10 **Subcontracting by Okoora.** Okoora may subcontract its obligations under this Agreement without your consent.

21.11 **Severability**. If any provision of this Agreement is determined to be invalid, unenforceable or illegal by any court of competent jurisdiction, it will be deemed to have been deleted without affecting the remaining provisions. If such provision would be valid, enforceable, and legal if some part of it were modified or deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable.

21.12 **Set-Off**. We may at any time set off any payment liability you have to Okoora against any payment liability that Okoora has to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, Okoora may convert either liability at a market rate of exchange for the purpose of set-off. Our right to set off includes, but is not limited to, setting off the amount of any payment you have requested against any amount collected through any account you has with Okoora.

21.13 **Waiver**. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or Applicable Law, or a single or partial exercise of such right or remedy, will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy.

21.14 **Class Waiver**. To the fullest extent permitted by Applicable Law, each Party agrees that any Lawsuit will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Lawsuit proceeds in court, each Party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the Parties.

21.15 **Other Languages**. This Agreement is made in the English language, unless Applicable Law require otherwise.

21.16 **Records**. You agree that, except in the case of manifest error, our records of your use of the Services and transactions carried out through the Okoora Platform are conclusive evidence of their contents.

21.17 **Governing Law and Forum.** This Agreement and any non-contractual rights or obligations arising out of or in connection with it will be governed and construed in accordance with the laws of the jurisdiction set out in the CA Form. The relevant Parties submit and consent to the jurisdiction of the forum set out in the CA Form in relation to any Lawsuit arising out of this Agreement.

DEFINITIONS SCHEDULE

Without limiting the expressions and meanings specified in this Definitions Schedule and unless the context requires otherwise:

(a) the words "including", "include", "for example", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

(b) words introduced by the word "other" shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things;

(c) references to the phrase "to the extent that" are a matter of degree and are not synonymous with "if";

(d) reference to any agreement (including this Agreement), contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time in accordance with its terms;

(e) reference to a "Party" shall be to the relevant Okoora Affiliate or Customer Affiliate (and shall be construed to include its successors and permitted assignees or transferees) and references to the "Parties" shall be to the relevant Okoora Affiliate and Customer Affiliate together;

(f) words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);

(g) words importing the singular shall include the plural and vice versa;

(h) the names of the parts of this Agreement and all provision headings are for convenience only and shall be ignored when construing this Agreement; and

(i) reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it and any subsequent re-enactment or amendment of the same.

"**ABC Laws**" means any Applicable Law relating to bribery and corruption including the Hong Kong Prevention of Bribery Ordinance (Cap. 201), UK Bribery Act 2010, the US Foreign Corrupt Practices Act, Crimes Act 1914 (Cth) and Criminal Code Act 1995, Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*), Sanctions Law 1977 (*Sanctiewet 1977*), the Dutch Criminal Code (*Wetboek van Strafrecht*), the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 of Singapore, Prevention of Corruption Act 1960 of Singapore, Terrorism (Suppression of Financing) Act 2002 of Singapore and any laws and rules based on the OECD treaty, as applicable;

"**Acceptable Use Policy**" means Okoora's Acceptable Use Policy sets out the terms and conditions under which you may access the Services (including the Okoora Platform);

"**Additional Terms**" means all additional terms applicable to the use of the Services published on the Website including, but not limited to, the Terms of Use and any specific terms applicable to the use of a Product, including any other terms and conditions agreed to by you or its Authorized Users on behalf of you in relation to the use of any part of a Service;

"**Affiliate**" means any member of a Party's Group (other than a Party);

"**AML/CFT**" means anti-money laundering and countering the financing of terrorism;

"**Applicable Data Protection Laws**" means: (a) the General Data Protection Regulation 2016/679 (the "**GDPR**"); (b) the Privacy and Electronic Communications Directive 2002/58/EC; (c) the UK Data Protection Act 2018 ("**UK ACT**"), the UK General Data Protection Regulation as defined by the UK Privacy Regulations as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (together with the UK ACT, the "**UK GDPR**"), and the Privacy and Electronic Communications Regulations 2003; (d) the California Consumer Privacy Act of 2018 (the "**CCPA**"); and (e) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of personal data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time;

"**Applicable Law(s)**" means, in any jurisdiction where the Services are performed or have legal or regulatory impact, any and all applicable laws, statutes, regulations, rules, directives, ordinances, and subordinate legislation, including any amendments or re-enactments thereof. It further includes:

(a) Judgments, orders, decisions, and decrees of any court, tribunal, regulatory authority, or competent body;
(b) Binding regulations, policies, directives, guidance, and codes of conduct issued by financial regulators, industry bodies, or self-regulatory organizations; and
(c) Any legally binding obligations arising from licenses, authorizations, or regulatory approvals required to provide the Services.

"**Beneficial Owners**" means shareholders and directors who are beneficial owners of you or any Connected Account;

"**Business Day**" means any day when banks are generally open for business in the relevant Region (other than a Saturday, Sunday or public holiday in the relevant Region);

"**Card Scheme**" means Visa, Mastercard, or any other local or international card payment scheme, as agreed between the parties.

"**Card Scheme Fees**" means any and all fees charged by a Card Scheme for any Card Scheme-related services.

"**Card Scheme Rules**" means the by-laws, rules, regulations, guidelines, releases, interpretations, and other requirements promulgated by a Card Scheme (as amended from time to time by such Card Scheme), including the rules and operating instructions applicable to the PCI-DSS, and which are applicable to acquiring services.

"**Change Effective Date**" has the meaning given in Clause 15.1 of the General Terms and Conditions;

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

"**Confidential Information**" means any and all information, in any form or medium, disclosed by either Okoora or you, that is proprietary, non-public, or otherwise confidential in nature, including but not limited to business plans, financial information, strategies, customer and supplier data, trade secrets, software, processes, methodologies, know-how, designs, specifications, manuals, reports, technical and commercial expertise, and any other information clearly designated as "Confidential" or which a reasonable person would consider confidential. Confidential Information also includes any copies, summaries, reproductions, or extracts of such information, whether disclosed orally or in writing.

"**Consumer**" means a person that is: (i) acting for purposes other than for a trade, business or profession, or (ii) otherwise acting or dealing in the capacity of a "consumer" (or in an equivalent capacity, howsoever defined under Applicable Law) for the purposes of the Supply of Services (Implied Terms) Ordinance (Cap. 457), the Control of Exemption Clauses Ordinance (Cap. 71), the Unconscionable Contracts Ordinance (Cap. 458) of the Laws Hong Kong, the Dutch Financial Services Act and the Dutch Civil Code, the UK Payment Services Regulations 2017, the Australian Competition and Consumer Act 2010, the New Zealand Consumer Guarantees Act 1993 and other Applicable Law;

"**Control**" and derivatives thereof mean, with respect to any entity,

(a) the direct or indirect ownership or control of more than 50 per cent (%) of the (i) ownership interests or (ii) voting power at the general meeting or a similar body, of that person, or
(b) the right or ability to (i) appoint or remove or (ii) direct the appointment or removal of, such number of the members of the management board or a similar body of that person with decisive voting power in such body.

"**Customer Agreement Form**" or "**CA Form**" means the document setting forth the commercial terms governing your use of the Services, including pricing and fees, which is incorporated into this Agreement by reference

"**Customer Data**" means information that describes you and its business (including proprietary business information) and its operations, its products or services, and data relating to or provided by or on behalf of its End Users, whether collected, generated or otherwise, including details of the transactions transmitted via Okoora infrastructure and data contained or inputted into the Okoora Profile. Customer Data may include Personal Data;

"**Customer Marks**" means all trademarks, logos, company names, trade/trading names, domain names and any other logos or materials of you or its licensors;

"**Customer Materials**" means any systems, software, materials, data (including Customer Data and Payment Data), content, Customer Marks, documents and/or other equipment or materials provided by you to Okoora and used by Okoora directly or indirectly in connection with the supply of the Services;

"**Data Controller**", "**Data Processor**" "**Data Subject**", "**Personal Data**", "**Process**", "**Processed**" or "**Processing**" shall have the meaning given to such terms (or analogous terms) in Applicable Data Protection Laws;

"**DPA**" means the Data Processing Addendum, setting out the terms and conditions under which Personal Data is processed, transferred, and protected by Okoora and you in compliance with applicable data protection laws and regulations;

"**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with the Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or termination of the relevant Agreement and also including any dispute, controversy, claim or difference relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with the relevant Agreement;

"**End User**" means your end users or the end users of your customers;

"**Fees**" means the fees applicable to the use of any of the Products, as specified in the Fee Schedule of the CA Form;

"**Feedback**" has the meaning given in Clause 10.8 in these General Terms;

"**Force Majeure Event**" means any event outside the reasonable control of the performing Party that materially affects its ability to perform its obligations under this Agreement, including an act of God, fire, earthquake, war, revolution, act of terrorism, strikes, lock- outs, labour troubles (but excluding

strikes or other forms of industrial action by the employees, agents or subcontractors of that party); interruption or failure of a utility service including the internet, electric power, gas or water; riots, war, pandemic, or terrorist attack; nuclear, chemical or biological contamination; extreme abnormal weather conditions; the imposition of a sanction, embargo or breaking off of diplomatic relations; or any change in Applicable Law;

"**Global Account**" means a collection account created by Okoora for you to receive funds in a Supported Currency in a Supported Jurisdiction;

"**Global Financial Horizons Ltd**" means the entity holds an Investment Marketer License (No.722) from the Israeli Securities Authority and provides specific regulated financial services.

"**Group**" means any entity in respect of which a Party or a Party's ultimate holding company: (i) owns (directly or indirectly) more than fifty percent (50%) of the voting rights or issued share capital; or (ii) can otherwise Control the activities and business of that entity;

"**Insolvency Event**" means:

(1) any procedure commenced with a view to the winding-up or re-organisation of such Party (other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of such Party);

(2) any step taken or any procedure is commenced with a view to the appointment of an administrator, receiver, liquidator, provisional liquidator, judicial manager or receiver and manager, administrative receiver or trustee in bankruptcy or similar official in relation to such Party or all or substantially all of its assets;

(3) the holder of any security over all or substantially all of the assets of such Party takes any step to enforce that security;

(4) all or substantially all of the assets of such Party are subject to attachment, sequestration, execution or any similar process;

(5) such Party is unable to pay its debts as they fall due;

(6) such Party enters into, or any step is taken, whether by the board of directors of such Party or otherwise, towards entering into a composition or arrangement with its creditors or any class of them, including a company voluntary arrangement or a deed of arrangement; or

(7) such Party enters into, or any step is taken, whether by the board of directors of such Party or otherwise, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in (1) to (6) above, and in each case other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

"**Intellectual Property Rights**" means:

(1) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

(2) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(3) all other rights having equivalent or similar effect in any country or jurisdiction.

"**Lawsuit**" means a Dispute that is filed in court or as part of arbitration or other dispute resolution process;

"**Liability**" means any liability that arises under or in connection with this Agreement, howsoever caused, whether as a result of a breach of contract, tort, negligence, breach of statutory duty or otherwise;

"**Losses**" means losses, damages, liabilities (including any liability to taxation), claims, costs and expenses, including fines and penalties and legal and other professional fees and expenses (to the extent that such legal and other professional fees and expenses are reasonably incurred), in each case, whether direct or, indirect;

"**Micro-Business**" means a person operating a business that is a "micro-business" or "retail client" (or in an equivalent capacity, howsoever defined under Applicable Law) for the purposes of the UK Payment Services Regulations 2017, the Australian Corporations Act 2001 and other Applicable Law;

"**Network Rules**" means all applicable rules, regulations, operating guidelines, policies, procedures, manuals, announcements, bulletins issued by the financial services providers that operate payment networks supported by Okoora from time to time which relate to (amongst other things) payment cards, payments, transactions, local payment methods and the related processing of data including but not limited to:

(1) such rules, regulations, operating guidelines, policies, procedures, manuals, announcements and bulletins issued by Visa Inc, Visa Worldwide Pte. Ltd., Mastercard International Incorporated, Maestro International Inc., American Express Australia Limited, or any other card network and any of their respective subsidiaries and Affiliates; and

(2) such rules, regulations, operating guidelines, policies, procedures, manuals, announcements and bulletins issued by any local payment method or local payment network, and including, in each case, any requirements regarding the use of network or local payment method owned marks, risk management, transaction processing, and any network or local payment method products, programs or services in which you is required to, or chooses to participate;

"**Okoora Affiliate**" means each of the following companies: AMP Technologies AG, Okoora Trade Flow Ltd., Global Financial Horizons Ltd, Okoora Financials EU Ltd.

"**Okoora API**" means the technical interface setting out the protocols and specifications required to affect an integration of your technical systems with the Okoora Platform for Authorized Users to use the Services;

"**Okoora Auditor**" means Okoora, a Regulator, an Okoora Network Partner, or an auditor or representative designated, employed, or engaged by Okoora or a Regulator.

"**Okoora Financials EU Ltd.**" means the entity that owns the rights to distribute, license, and provide access to the Okoora Platform, including its technology and software.

"**Okoora Marks**" means all trademarks, logos, company names, trade/trading names, domain names and any other logos or materials of Okoora or its licensors;

"**Okoora Network Partner(s)**" means financial institutions, payment method providers, Card Scheme, payment rails and infrastructure providers, payment method acquirers, payment agents and facilitators, financial services Customers and financial service providers, whether foreign or domestic, that Okoora works with to facilitate or provide the Services. For the avoidance of doubt, a related corporation of Okoora may also be a Okoora Network Partner;

"**Okoora Platform**" means the proprietary technology and associated products (including but not limited to those found on the mobile applications and through an Okoora API) devised by Okoora to provide Services to you;

"**Okoora Privacy Policy**" means the Privacy Policy for Okoora and its Affiliates, setting out the terms and conditions under which Personal Data is collected, used, processed, stored, shared, and protected in accordance with Applicable Data Protection Laws.

"**Okoora Profile**" means the electronic information profile that records your personal or business details (as applicable) and transaction history, and that is used to log in to and use the Okoora Platform;

"**Okoora Trade Flow Ltd.**" means the entity holds a Financial Services Provider License (Extended) (No. 57041) from the Israeli Capital Markets, Insurance and Savings Authority, and provides specific regulated financial services.

"**Party"** means either the Customer or Okoora, and **"Parties"** means both of them.

"**Payment Data**" means payment account details, information communicated to or by financial services providers, financial information specifically regulated by Applicable Law and Network Rules, and any other transactional information generated as part of the use of the Services;

"**Personnel**" means, in respect of a Party, that Party's employees, directors, officers, agents, subcontractors and/or authorized representatives;

"**Products**" means the Okoora products that Okoora may make available to you according to the products available on the Website and in accordance with the Product Terms.

"**Product Terms**" means the relevant product terms applicable to the relevant Product/Service;

"**Regulator**" means any governmental or regulatory authority, and/or any self-regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation-making entity having jurisdiction over any of the Parties and/or their businesses or any part or subdivision thereof in any territory in which the Services are made available or any local authority, district or other subdivision thereof and anybody which succeeds or replaces any of the foregoing;

"**Restricted Area**" means, at any time, a country or territory that is itself the target of comprehensive Sanctions (including Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic);

"**Restricted Person**" means a person who is the target of Sanctions, including:

(1) any person listed on any Sanctions List;

(2) any person operating, located in, or incorporated under the laws of a Restricted Area;

(3) the government of a Restricted Area or the Government of Venezuela; or

(4) any person fifty percent (50%) or more owned or controlled by any such person or persons or acting for or on behalf of such person or persons;

"**Sanctions**" means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by:

(1) the United States;

(2) the United Nations;

(3) the European Union;

(4) any European Union Member State;

(5) the United Kingdom;

(6) Australia;

(7) Singapore;

(8) any other jurisdiction in which Okoora or Okoora Group operates; or

(9) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of the Treasury ("**OFAC**"), the United States Department of State, the Office of Financial Sanctions Implementation ("**OFSI**") of Her Majesty's Treasury ("**HMT**"), and the Australian Sanctions Office (together "**Sanctions Authorities**");

"**Sanctions List**" means the Specially Designated Nationals and Blocked Persons list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by HMT, the Consolidated List issued by the Australian Sanctions Office, or any similar Sanctions-related list of designated persons issued or maintained by any of the Sanctions Authorities;

"**Services**" means the services that Okoora will perform, or procure the performance of, for you pursuant to this Agreement, including the provision of and access to the Products. For the avoidance of doubt, "**Services**" shall not include the Third-Party Services;

"**Supported Currency**" means, in respect of each Product, the currencies in the Supported Currencies list on the Website, as approved by Okoora from time to time that can be collected, exchanged and/or paid out (as applicable) using that Product through the Okoora Platform;

"**Supported Jurisdiction**" means in respect of a Global Account, each jurisdiction where a Global Account can be maintained as determined by Okoora from to time;

"**Tax**" means any tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature (including any penalty, surcharge or interest payable in connection with the failure to pay, or delay in paying, any of these);

"**Term**" means the Initial Term and any subsequent renewal terms, unless earlier terminated in accordance with this Agreement.

"**Third-Party Services**" has the meaning given in Clause 2.8 of the General Terms and Conditions.

"**User Profile**" means, with respect to each Authorized User, the electronic profile that records the Authorized User's details and that is used by the Authorized User to log into and use the Okoora Platform on your behalf;

"**Website**" means Okoora Website.