LAST UPDATED: MARCH 3, 2025

EMBEDDED FINANCE TERMS

1. DEFINITIONS

Unless defined below, all capitalized terms in these Embedded Finance Terms shall have the meaning set out in the Agreement:

"**Component**"	means a web software development kit, hosted by Okoora and integrated into the Customer's System Interface, for use by the Customer to facilitate some aspects of the Embedded Finance Solution;
"**Connected Account**"	means any mutual customer who has entered into a Platform Services Agreement and entered into a Connected Account Agreement;
"**Connected Account Agreement**"	means one or more agreements between Okoora and a Connected Account in relation to the provision of the Connected Account Services;
"**Connected Account Services**"	means the services that Okoora will perform, or procure the performance of, to an Connected Account in accordance with the Connected Account Agreement, which includes providing access to one or more Okoora Products;
"**Connected Account Support Services**"	means services and/or activities required to support the Connected Accounts' use of the Embedded Finance Service and the Connected Account Services, including but not limited to: (a) communications with Connected Accounts in relation to the Connected Account Services and/or Embedded Finance Solution, including regarding any changes to the Connected Account Agreement and any reports required under Applicable Laws; (b) sending requests with respect to Connected Account Services from Connected Accounts where support from Okoora is required to Okoora; (c) responding to Connected Accounts' queries in respect of the Embedded Finance Service and the Connected Account Services; and (d) receiving complaints from Connected Accounts.
"**Connected Account Users**"	means employees, contractors or agents authorized by an Connected Account to access and/or use the Embedded Finance Solution;

"**Customer's System**"	means any online or e-commerce platform, application, hardware, or software operated by the Customer to provide Platform Services to end users.
"**Customer's System Interface**"	means the System Interface developed and maintained by the Customer through which (i) the Customer performs the Platform Services to the Connected Accounts, and (ii) Okoora performs the Connected Account Services to the Connected Accounts, which shall be integrated with the Okoora API.
"**EmFi API Endpoints**"	means the endpoints of the Okoora API are required to integrate the Embedded Finance Service and enable access to the Connected Account Services, which are developed and maintained by Okoora;
"**Embedded Finance Solution**"	means the solution enabling: (a) the Customer to integrate the Connected Account Services into the Customer's System; (b) the Connected Accounts to receive the Connected Account Services through the Platform; and (c) to the extent applicable, services in support of (a) and (b) provided by Okoora or Third Party Services Providers.
"**KYC Onboarding Component"**	means a Component through which Connected Accounts can provide Onboarding Data, and access and agree to the Connected Account Agreement.
"**Marketing Materials**"	means any materials or communications published or provided to Connected Accounts in relation to the Embedded Finance Service or Connected Account Services, including but not limited to advertisements, content on webpages, social media and press releases;
"**Okoora Products**"	means any of Global Accounts, Collections, Payouts, FX Conversions, Payments, Cards and any other products that Okoora makes available from time to time;
"Onboarding Data"	means any information, documents, or records collected from the Connected Accounts during the Onboarding Flow, including but not limited to identification details, corporate registration documents, beneficial ownership information, financial statements, contact details, and any other data required to verify identity, assess risk, or comply with AML/CFT and Applicable Laws.
"**Platform Services**"	means the products and services the Customer provides to its end users (some of whom may be or become Connected Accounts), including enabling end users to receive payment for goods or services the end user sells through the Platform is applicable.

"**Platform Services Agreement**"	means one or more agreements between the Customer and its end users in relation to the provision of Platform Services.
"**User Access Management Services**"	means any services and/or activities required to enable the Connected Account to make use of the System Interface, including, but not limited to: (a) providing Connected Accounts with credentials to access and use the System Interface; (b) providing support services in respect of Connected Accounts' access to and use of the System Interface, including in the event of loss of credentials, failure of credentials, and (c) dealing with and responding to queries of Connected Accounts in relation to their access to the System Interface.

2. EMBEDDED FINANCE SERVICE

2.1 Okoora shall provide the Embedded Finance Service to the Customer in accordance with these Embedded Finance Terms and the Agreement.

2.2 The Embedded Finance Service enables the Customer to provide Okoora Products to its end users through the Customer's System Interface Connected Account. For this purpose, the Customer shall enter into a Platform Services Agreement with its end users, which shall govern the relationship between the Customer and the Connected Accounts. The Platform Services Agreement must include and obtain the end users' acknowledgment and acceptance of Okoora's conditions for the provision of the Embedded Finance Service ("**Connected Account Terms**"), as set forth in clauses 2.3 and 3 below.

2.3 The Platform Services Agreement shall set out the terms on which the Customer will provide Platform Services to the Connected Accounts, as specified in clauses 3.1 to 3.2 below. The Connected Account Agreement shall set out the terms Okoora shall provide Connected Account Services to the Connected Accounts, as specified in clauses 2.3 to 2.4 below.

3. RELATIONSHIP TO CONNECTED ACCOUNTS

Platform Services Agreement

3.1 The Customer shall enter into a Platform Services Agreement with a Connected Account that includes:

(a) a clear and detailed description of the Platform Services provided by the Customer, including the applicable fees charged by the Customer to the Connected Accounts for those services (specifying the amounts and required payment methods);

(b) a clear statement that any payment services available through the Embedded Finance Service that are regulated under Applicable Laws are provided by Okoora or any of Okoora Network Partners and that no such payment services are provided by the Customer, unless the Customer has the required license;

(c) a provision specifying the procedures for terminating the Platform Services Agreement and describing the effects of such termination, including its impact on the Embedded Finance Service;

(d) a contractual basis for any amounts payable by the Connected Accounts to the Customer in relation to Platform Services;

(e) details regarding the Personal Data of the Connected Accounts that the Customer will access, including how the Customer will access, use, display, and transfer such Personal Data, with explicit permission granted for such access, use, display, and transfer; and

(f) a valid link to the Customer's privacy policy.

3.2 The Customer's Service Agreement must include the Connected Account's clear and explicit authorization and consent for the Customer to:

(a) perform the Platform Services as described;

(b) collect, share, and provide any data necessary for ongoing due diligence, to Okoora, Okoora Network Partners, and any other third-party service providers;

(c) fully access the Connected Account's Okoora Account, including managing and issuing instructions related to the account, transferring funds to other Connected Accounts' Okoora Accounts, and making deductions from the Connected Account's Okoora Account, at intervals specified in the Platform Services Agreement ("**Account Deductions**")

(d) access and review the Connected Account's information, including transaction data, and share such information with Okoora, the Customer, Okoora Network Partners, and any other third-party service providers as necessary;

(e) provide all information necessary, including any information as Okoora may require from the Customer from time to time, to allow Okoora to allocate any funds it receives into the Global Accounts of Connected Accounts or to make Payouts for Connected Accounts; and

(f) perform all activities required for Okoora to provide the Embedded Finance Service in accordance with Okoora's Privacy Policy.

Connected Account Agreement

3.3 After the Customer has entered into the Platform Services Agreement with a Connected Account, Okoora shall enter into a Connected Account Agreement with that Connected Account for the purpose of providing the Connected Account Services through the Embedded Finance Solution.

3.4 The Customer acknowledges and agrees that:

(a) Okoora shall not be required to perform any Connected Account Services to any person or entity that is not a Connected Account;

(b) Okoora shall not enter into Connected Account Agreements with any person or entity if to do so would infringe Okoora's Acceptable Use Policy, Applicable Law or otherwise violate due diligence policies of Okoora or the Okoora Network Partners; and

(c) Okoora may suspend or terminate the Connected Account Services in accordance with the Connected Account Agreement and Clause 12 below.

4. EMFI API ENDPOINTS AND CUSTOMER'S SYSTEM INTERFACE

4.1 **EmFi API Endpoints.** To enable the Customer to communicate with Okoora and transmit requests from Connected Accounts to Okoora in relation to the Connected Account Services, Okoora shall develop and maintain the EmFi API Endpoints and ensure that the Customer is able to use and integrate with the EmFi API Endpoints.

4.2 **Customer's System Interface.** To enable Connected Accounts to access the Platform Services and the Connected Account Services, the Customer shall build, operate and maintain the Customer's System Interface in accordance with these Embedded Finance Terms.

4.3 **User Access Management.** The Customer shall enable the Connected Accounts to access the Connected Account Services via the Customer's System Interface by providing User Access Management Services to the Connected Accounts. The Customer is solely responsible for the process in which Connected Accounts log in, authenticate and access the Connected Account Services via the Embedded Finance Service ("**Authentication Process**"). The Customer must put in place reasonably robust security measures as part of the Authentication Process to ensure that only authenticated Connected Accounts can access and use the Embedded Finance Solution.

4.4 **Integration.** The Parties shall agree on the method for integrating the Customer's System Interface with the Embedded Finance API Endpoints before making the Embedded Finance Service available to Connected Accounts. The Customer shall only integrate with and use the Embedded Finance API Endpoints in accordance with Okoora's instructions and applicable policies.

4.5 **Changes.** Before making changes to the Customer's System Interface or to the integration of the Embedded Finance Service into the Customer's System, the Customer shall inform Okoora and request Okoora's approval to do so. Okoora shall have the right to reject any requested changes in its sole discretion but shall consider all requests in good faith and use reasonable endeavours to find a mutually acceptable solution.

4.6 **Components.** Okoora may provide the Customer with access to one or more Components. The Customer shall integrate with and host the Components on its Customer's System Interface in accordance with Okoora's instructions and good industry practice. The Customer's right to use and access any Components shall cease on termination of these Embedded Finance Terms.

5. CONNECTED ACCOUNT ONBOARDING AND KYC

5.1 **Onboarding.** In order to access Connected Account Services, Connected Accounts must be onboarded with Okoora in accordance with Okoora's policies and procedures. The Customer will facilitate Okoora's onboarding process by creating an onboarding flow within the Customer's System Interface ("**Onboarding Flow**").

5.2 **KYC Onboarding Component.** As part of the Onboarding Flow, Okoora shall provide the Customer with a Component enabling: (i) the collection of Onboarding Data; and (ii) Connected Accounts to enter into the Connected Account Agreement, which information shall be shared with Okoora via API (the "**KYC Onboarding Component**").

5.3 **Ongoing due diligence.** The Customer acknowledges and agrees that Okoora has ultimate discretion regarding compliance, credit and other commercial decisions relating to the provision of Connected Account Services to any Connected Account. On an ongoing basis, Okoora may perform

further verification and checks on any Connected Account, including requesting additional information or documents in relation to any Connected Account. The Customer shall relay to the applicable Connected Account any requests for additional information or documents as directed by Okoora from time to time, and will do so on a timely basis. The Customer is responsible for ensuring that the applicable Connected Account provides all additional requested information or documents within the timeframe specified by Okoora. Okoora reserves the right to refuse to provide or suspend the Okoora Embedded Finance Service and the Connected Account Services to any Connected Account.

5.4 **Changes to the Customer's Onboarding Flow.** Okoora may require the Customer to alter the Onboarding Flow in order to comply with Applicable Law, industry-standard practices, Third Party Service Provider requirements, or Okoora's commercial standards. Okoora will give the Customer 30 days' notice to make such alterations, unless a shorter period is required by Applicable Law or Third-Party Service Provider requirements.

6. CONNECTED ACCOUNT SUPPORT SERVICES

6.1 The Customer shall provide Connected Account Support Services to Okoora in accordance with the Connected Account Support Services Guidelines. The Customer acknowledges and agrees that it shall be the first point of contact for the Connected Accounts for any query regarding the Embedded Finance Service and/or the Connected Account Services. If the Customer requires input from Okoora in order to address a Connected Account query, the Customer shall send a request to Okoora in writing.

7. UNDERTAKINGS

7.1 The Customer undertakes, acknowledges and agrees that:

(a) it shall bear full responsibility for the Platform Services and shall not state, imply, or engage in any conduct that could lead a third party to believe that the Platform Services are provided or endorsed by Okoora;

(b) under no circumstances shall it present itself as the provider of the Okoora Embedded Finance Service or the Connected Account Services;

(c) it shall ensure at all times that the Platform Services are clearly distinguished from the Okoora Embedded Finance Service and the Connected Account Services when presented to Connected Accounts;

(d) it will provide an accurate and comprehensive description of the Embedded Finance Service and the Connected Account Services and shall not misrepresent any aspect of these services;

(e) it shall clearly and prominently disclose Okoora, Okoora Affiliates, Okoora Network Partners, and any other third-party service providers involved in all potential and existing Connected Accounts;

(f) it shall not enter into any agreements with a Connected Account that would conflict with, or cause the Customer or a Connected Account to breach, this Agreement, the Connected Account Agreement, or any other agreements the Customer or Connected Accounts have with Okoora;

(g) it shall promptly inform Okoora if it suspects that a Connected Account is in violation of Applicable Law;

(h) it shall promptly provide Okoora with any information that Okoora may reasonably request to (i) deliver the Connected Account Services, and (ii) comply with its obligations under Applicable Law;

(i) when enabling Connected Accounts to provide payment instructions through the Customer's System Interface, the Customer shall act on behalf of Okoora in receiving such requests; and

(j) when enabling Connected Accounts to access transaction data on their Okoora Accounts via the Customer's System Interface, the Customer shall make this information available as an agent of Okoora.

7.2 In relation to Account Deductions, the Customer warrants and undertakes that:

(a) the Customer has, and throughout the Term shall have, the authority of the Connected Account to debit any funds from the Connected Account's Okoora Account from time to time; and

(b) the Customer will provide Okoora with payment instructions that are complete and accurate prior to Okoora executing a Payout from Connected Account's Okoora Account, unless agreed otherwise with the Customer from time to time.

7.3 If the Connected Account does not have enough funds in their Okoora Account to cover a debit instruction from the Customer, Okoora will not be able to make the deduction until Okoora has received sufficient funds from the Connected Account in the Connected Account's Okoora Account. Okoora will not be responsible for procuring such funds from Connected Account and Okoora is not responsible for handling any related disputes.

7.4 If a Connected Account incurs any losses as a result of instructions or actions initiated, given or taken by the Customer in relation to their Okoora Accounts to which the Connected Account have not consented in the Platform Services Agreement, the Customer shall be liable for such losses. The Customer agrees to indemnify Okoora for any and all Losses incurred by Okoora if a Connected Account asserts that Account Deductions were not authorized under the Platform Services Agreement.

7.5 If at any time, a Connected Account revokes its authorization for Wallet Deductions, either by notifying Customer or Okoora, Okoora will no longer process such Wallet Deductions. Okoora will not be responsible for any disputes arising out of or resulting from such revocation and Customer acknowledges that it will be solely responsible for managing any such dispute with Connected Accounts

7.6 Where the Platform Services Agreement or Connected Account Agreement with a Connected Account is terminated in accordance with clause 12 below, the Customer acknowledges and agrees that Okoora will continue to deduct any applicable fees (in accordance with this clause 7) from the relevant Connected Account's Okoora Account that were due up until the date of termination of the Platform Services Agreement or Connected Account Agreement, including any fees that become due and payable after termination but which relate to the use of any of the Platform Services or Connected Account Services prior to such termination.

8. MARKETING MATERIALS

8.1 The Customer shall obtain Okoora's prior written approval for Marketing Materials relating to the Embedded Finance Service and/or the Connected Account Services. The Customer shall send draft Marketing Materials to Okoora for approval at least fifteen (15) Business Days before the Customer intends to publish or send such Marketing Materials. Okoora shall approve or request changes to the draft Marketing Materials within ten (10) Business Days from having received the draft Marketing Materials.

8.2 The Customer must comply with Okoora's reasonable directions regarding the placement, content and distribution of any Marketing Materials.

8.3 Okoora grants the Customer a license to use the Okoora Marks on a non-exclusive, non-transferable basis on the Customer's System Interface for the purpose of promoting the Okoora Embedded Finance Service and the Connected Account Services. The Customer must only use the Okoora Marks on the section of the Customer's System or other approved Marketing Materials that directly relate to the Okoora Embedded Finance Solution.

8.4 Okoora may provide Customer with brand guidelines relating to the size, relative placement and colour of the Okoora Marks. The Customer must only use the Okoora Marks in a way that is consistent with those brand guidelines. If Okoora updates the brand guidelines, Customer must update its use of the Okoora Marks to conform with the revised brand guidelines within a reasonable time.

8.5 Okoora may terminate the license (at clause 8.3) to use the Okoora Marks where the Customer is in breach of this Agreement. Upon termination of the license, the Customer agrees to promptly remove all Okoora Marks from the Platform and any Marketing Materials within a reasonable time.

8.6 The Customer shall ensure that all Marketing Materials comply with Applicable Laws.

9. DISPUTES

9.1 **Platform Services.** Okoora is not responsible for handling, and shall have no liability in relation to, any complaints from or disputes with Connected Accounts or their end users in respect of the Platform Services. In the event of any complaint or Dispute regarding the Platform Services between: (i) the Customer and a Connected Account; (ii) the Customer and a customer of a Connected Account; or (iii) a Connected Account and a customer of such Connected Account, the Customer shall handle the complaint or settle the Dispute (as applicable) directly with the Connected Account or the customer of the Connected Account in accordance with the Platform Services Agreement and Applicable Law.

9.2 **Connected Account Services.** The Customer shall forward all complaints and Disputes in respect of Connected Account Services to Okoora as soon as reasonably practicable and in accordance with the provisions of this Terms and the Agreem. The Customer shall use best endeavours to provide all assistance that Okoora may reasonably require in order for Okoora to handle or resolve such a complaint or Dispute.

10. INSTRUCTIONS, AUDIT AND MONITORING

10.1 **Instructions**. The Customer must comply with any instructions given by Okoora in relation to the Embedded Finance Service pursuant to Applicable Laws and/or instructions of Regulators.

10.2 **Review and monitoring**. The Customer agrees to participate in a periodic review of its compliance with its obligations under the Agreement and these Embedded Finance Terms, and promptly provide supporting documentary evidence if requested by Okoora.

10.3 **Audit**. If required under Applicable Laws, or in order to comply with a Regulator request, the Customer shall provide Okoora, its Regulators and/or its auditors:

(a) access to relevant business premises, devices, systems, networks, information and data used the Platform Services, including related financial information, personnel and Customer's external auditors; and

(b) rights of inspection and auditing in respect of the Embedded Finance Service and Customer's performance under these Embedded Finance Terms, to enable Okoora to monitor the performance of Customer and to ensure compliance with all Applicable Laws.

11. LIABILITY AND INDEMNITY

11.1 In addition and without prejudice to Clause 13.1 of the Agreement, Okoora and its Affiliates shall have no liability in respect of:

(i) the performance of the Platform Services, including any obligations as between the Customer and Connected Accounts under or in connection with the Platform Services Agreement;

(ii) any acts or omissions of the Customer or Connected Accounts, including, but not limited to, failure to pay any sums owed between a Connected Account and Customer, or payments payable by Customer to a Connected Account;

(iii) any goods or services that a Connected Account sells through the System Interface; and

(iv) any mistake or delay in the provision of the Embedded Finance Service or Connected Account Services that arises directly as a result of failure by the Customer or Connected Account to provide complete, accurate and timely instructions to Okoora.

11.2 In addition and without prejudice to Clause 13.2 of the Agreement, Okoora and its Affiliates have no Liability in respect of, and the Customer shall be responsible for,:

(i) communicating any usage, recurring or application fees charged to the Connected Accounts for their use of the Platform Services and the Embedded Finance Service prior to imposing such fees;

(ii) except in relation to Onboarding Data provided directly to Okoora by Connected Accounts, the completeness and accuracy of any information provided to Okoora in relation to the use of the Embedded Finance Service (including any information provided for or on behalf of any Connected Account); and

(iii) ensuring that the information referred to under Clause 11.2(ii) above does not contain any illegal, fraudulent or misleading content, or otherwise omit any information that may cause any disruption to the Embedded Finance Service Services or otherwise any breach of Okoora terms applicable to Customer or the Connected Accounts.

11.3 The Customer shall defend, indemnify and keep indemnified Okoora Indemnitees on demand against all Losses incurred or suffered by Okoora and/or Okoora Affiliates in connection with or as a result of:

(a) any Claims brought against Okoora by a third party, to the extent such Claims arise out of or in consequence of or in connection with any breach of, or failure to comply with the terms of, a Platform Services Agreement by the Customer or a Connected Account;

(b) instructions given by the Customer to Okoora on behalf of a Connected Account to make payments, or deduct fees, without their authority;

(c) breach of Customer's obligations to a Connected Account;

(d) any Disputes between Customer and Connected Accounts;

(e) any inaccurate, incomplete, illegal, fraudulent or misleading information provided by the Customer to Okoora as part of the onboarding of a Connected Account; and

(f) any failure to acquire binding acceptance of the Connected Account Terms from any Connected Account.

11.4 Where Okoora provides the Customer with a Component:

(a) the Customer shall only use such Component for in accordance with rules or guidelines issued by Okoora to the Customer from time to time;

(b) Okoora and its Affiliates shall have no Liability in respect of any failure by the Customer to comply with Clause 11.4(a) above; and

(c) the Customer's right to access the Components shall terminate upon termination of these Embedded Finance Terms.

11.5 The parties acknowledge and agree that any and all Liability of Okoora in respect of the provision of, or any failure to provide, any Connected Account Services shall be governed exclusively by the relevant Connected Account Agreement. As such, neither Okoora nor any Okoora Affiliate shall have any Liability to the Customer or any Customer Affiliate, whether under contract (including under any indemnity), in tort (including negligence), under statute or otherwise, under or in connection with this Agreement in respect of the provision, or any failure to provide, any Connected Account Services.

12. TERMINATION

12.1 **Termination of Platform Services Agreement**. Immediately upon Customer becoming aware of the termination or likely termination of a Platform Services Agreement with the Connected Account, the Customer shall notify Okoora in writing of such termination or probable termination.

12.2 Customer acknowledges that upon the effective date of termination of a Platform Services Agreement with a Connected Account:

(a) Okoora will no longer provide the Connected Account Services to the relevant Connected Account or Embedded Finance Service with respect to the relevant Connected Account; and

(b) The Customer will no longer have permission to access such Connected Account's Data.

12.3 **Termination of Connected Account Agreement by Okoora**. Okoora reserves the right to, without notice, at any time and for any reason, immediately suspend or terminate all or any part of a Connected Account Agreement or a Connected Account's access or use of any of the Connected Account Services or Embedded Finance Service in accordance with the Connected Account Agreement.

12.4 **Termination of Connected Account Agreement by Connected Account.** If a Connected Account elects to terminate their Connected Account Agreement, Okoora will promptly notify the Customer of such termination. The Customer acknowledges and agrees that upon the effective date of such termination, Okoora will no longer provide the Connected Account Services to the relevant Connected Account or the Embedded Finance Service with respect to the relevant Connected Account under these Embedded Finance Terms.

PAYMENTS FOR PLATFORMS ADDENDUM TO THE EMBEDDED FINANCE TERMS

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1. Customer Obligations

(1) The Customer shall monitor and control Connected Accounts' transactions, activities and behaviours and ensure that Connected Accounts comply with the Connected Account Agreement (including the Payments Terms), Network Rules and Applicable Laws in relation to the Embedded Payments Activities.

(2) The Customer shall promptly inform Okoora of any such breach or potential breach.

(3) The Customer shall be solely responsible for communicating any current, recurring, or application fees charged to Connected Accounts in relation to the Embedded Payment Activities prior to imposing such fees.

2. Additional Indemnities for Embedded Payments Activities

In addition to the Indemnities at Clause 11 of the Embedded Finance Terms, the Customer shall defend, indemnify and keep indemnified Okoora Indemnitees against all Losses incurred or suffered by such Okoora Indemnitee, or any claim by a Connected Account against Okoora as a result of or in connection with:

(1) breach of the Connected Account Agreement by the Connected Account arising from Connected Accounts' use of the Payments Product; and

(2) the Embedded Payments Activities undertaken by Customer or the Connected Account, whether the relevant activity is initiated by Customer or not, including all transactions, disputes, refunds, reversals, claims, fines associated with such Embedded Payments Activities conducted in connection with or in breach of this Agreement, any Connected Account Agreement or any Payment Product terms, as applicable; and

3. Definitions

"**Embedded Payments Activities**" means actions submitted or taken by a Customer or an Connected Account (as the case may be) or by a Customer on behalf of an Connected Account (if applicable), specifically in connection with Okoora's Payments Product. Embedded Payments Activities include but are not limited to the communication of information about transactions (including without limitation charges, refunds or adjustments), the handling of disputes (including without limitation chargebacks), receiving settlement amounts and paying for refunds and chargebacks, as well as other features that Okoora may make available from time to time.

"**Payments Product**" means payment acceptance services Okoora provides to the Connected Accounts.

"**Payments Terms**" means the terms pursuant to which Okoora provides the Payments Product.

EEA AND UK PARTNERSHIP TERMS

Without limiting Clauses 1 (*Embedded Finance Solution*) or 2 (*Relationship to the Connected Accounts*) of the Embedded Finance Terms, Okoora UK and Okoora EEA appoint Customer UK and EEA, respectively, as its outsourced service provider under the Partnership Terms set out below.

I. EEA AND UK PARTNERSHIP TERMS

RECITALS:

A Customer and Okoora each wish to offer the Platform Services and the Connected Account Services respectively through a single System Interface to Connected Accounts, to which end Okoora shall outsource certain services to Customer, which services Customer shall provide to Okoora.

B Customer and Okoora wish to lay down the terms and conditions applicable to the Partner Services in these terms (the "**Partnership Terms**").

Parties agree as follows:

1. PARTNER SERVICES

1.1. Services agreement

Customer shall provide the Partner Services to Okoora in the manner set out in Annex A, from the Commencement Date until these Partnership Terms are terminated in accordance with Clause 14 of these Partnership Terms, and Okoora shall compensate Customer for the Partner Services by paying the Partner Service Fees to Customer in the manner set forth in these Partnership Terms.

1.2. Scope of Partner Services

Customer shall provide the Partner Services to Okoora in the manner set forth in Annex A.

1.3. Service levels

Customer shall provide the Partner Services in accordance with the applicable Partner Service Levels agreed for the Partner Services as set out in Annex A.

1.4. Location of the Partner Services

Customer shall only provide the Partner Services under these Partnership Terms within the Service Region(s). Customer shall only be permitted to change the location of the Partner Services with prior written approval of Okoora, which approval shall be requested at a minimum of 30 Business Days before the envisaged change of location of the Partner Services.

2. INFORMATION AND MONITORING RIGHTS

2.1. Exchange of information

In order for a Party to perform the Partner Services, satisfy its obligations under these Partnership Terms or to comply with any relevant requirements under the Applicable Laws, if reasonably requested by such Party, the other Party shall cooperate and share any relevant records and information with the requesting Party from time to time.

2.2. **Monitoring**

Customer shall enable Okoora to monitor Customer's performance on an ongoing basis.

2.3. **Periodic reporting**

Customer shall provide Okoora with a quarterly report in respect of the performance of Customer in relation to the Partner Service Levels set forth in Annex A at the earliest of 10 (ten) Business Days following the end of each calendar quarter, or the specific reporting timelines for a specific Partner Service set out in Annex A.

2.4. **Major incident reporting**

Customer shall notify Okoora immediately in the event of a major incident as defined in the Payment Regulations.

2.5. **Incidental reporting**

Customer shall promptly notify Okoora in writing:

(a) if an event occurs that may have a material impact on Customer's ability to (i) effectively carry out the Partner Services in accordance with the Service Levels, or (ii) comply with the Applicable Laws and regulatory requirements; or

(b) if the internal audit function of Customer has submitted a report that may reasonably impact Customer's performance of the Partner Services under these Partnership Terms, Customer shall submit such reports to Okoora within 5 (five) Business Days.

3. **AUDIT RIGHTS**

Upon Okoora's reasonable request, Customer shall provide Okoora, its auditors and its Regulators at all times:

(a) full and unlimited access to all relevant business premises, including access to all its relevant devices, systems, networks, information and data used to provide the Partner Services, including related financial information, personnel and Customer's external auditors; and

(b) unrestricted rights of inspection and auditing in respect of these Partnership Terms and Customer's performance hereunder, to enable Okoora to monitor the performance of Customer and to ensure compliance with all Applicable Laws.

4. **SERVICE FEE**

4.1. **Partner Service Fee**

Parties agree that the financial obligations regarding the Partner Services are set out in the Fee Schedule to the Agreement.

5. CUSTOMER UNDERTAKINGS

Customer undertakes, warrants and represents on an ongoing basis that:

(a) it has the right, power and authority to enter into these Partnership Terms and to perform all of its obligations hereunder;

(b) it shall perform the Partner Services in a good and professional manner and in accordance with the Partner Service Levels, the standards appropriate for its industry and such other accepted standards as may be applicable;

(c) it shall comply, at its own expense, with all Applicable Laws and maintain all necessary licences, permits, authorisations, approvals and consents in connection with these Partnership Terms;

(d) it shall at all times cooperate with the Regulators of Okoora, including any persons appointed by such Regulators;

(e) it shall grant Okoora access to its data at all times and shall have arrangements in place to ensure that Okoora continues to have access to such data in the event that (i) Customer experiences an Insolvency Event, (ii) there is a disruption in the business operations of Customer; or

(f) it has sound business contingency arrangements in place in respect of these Partnership Terms and shall test such business contingency arrangements at least once per year, the results of such testing shall be sent to Okoora in due time.

6. PERSONAL DATA, INFORMATION SECURITY & CONFIDENTIALITY

6.1. Personal data

Each Party is responsible, where applicable, for obtaining all necessary consents as may be required under Applicable Laws for the collection, use, disclosure and transfer of Personal Data. Each Party will take all reasonable endeavours to ensure that the Personal Data is protected against misuse and loss, or unauthorized access, modification or disclosure and will promptly notify the other Party of any loss of, or any unauthorized disclosure of or access to, the Personal Data. Each Party may retain records for complying with Applicable Laws and internal compliance requirements. If required by Okoora, Customer shall enter into a separate data processing agreement on terms and conditions reasonably satisfactory to Okoora.

6.2. Location of data

Customer shall keep, process and store data in the locations as set forth in the Data Processing Agreement. Customer shall only be entitled to change such location with prior written approval of Okoora.

6.3. Information security

6.3.1. Customer must ensure that it maintains sufficient information security standards reasonably required by Okoora to protect all Personal Data it receives from Okoora in connection with the Partner Services and to ensure the Partner Services are provided in accordance with the Service Levels.

6.3.2. Customer shall ensure that any software and equipment relevant to Partner Services is in otherwise good working order and condition. Customer must ensure that no viruses or similar programming effects are introduced into Okoora' system as a direct result of the delivery of Partner Services.

6.3.3. Customer is required to inform Okoora of any potential alterations to its operations in respect of the treatment of data, including, but not limited to, information security standards that may materially impact Partner Services. Customer shall obtain Okoora's consent with respect to any alterations that adversely affect Partner Services or are likely to do so.

7. TAXES

Parties agree that the Partner Service Fees shall be inclusive of any applicable duties, value added tax, goods and services tax, business tax, transfer tax and similar taxes and levies.

8. LIABILITY

8.1. Excluded losses

To the maximum extent permitted under applicable Law, Parties will not be liable under any theory of tort, contract, strict liability or other legal or equitable theory for: (i) any lost profits (whether direct or indirect) or goodwill, (ii) any indirect, incidental, special, consequential or exemplary loss or punitive damages, each of which is excluded by agreement of the Parties regardless of whether such losses and/or damages were foreseeable or whether such Party has been advised of the possibility of such damages.

8.2. Indemnification

Customer shall indemnify and shall hold Okoora harmless against all fines, damages, expenses and/or all related costs (including reasonably incurred legal costs) which arise from or are incurred by reason of: (i) breach by Customer of any applicable requirements under anti-money laundering, terrorist financing, fraud or any other Applicable Law; (ii) breach by Customer of its obligations under the Partnership Terms and (iii) the wilful misconduct of any employee of Customer in connection with the obligations contingent upon either Party under these Partnership Terms.

9. IP Rights

9.1. No transfer

Except as expressly set out in these Partnership Terms, nothing in these Partnership Terms transfers any interest or otherwise affects the ownership of any IP Rights of either Party in any material, data, work, item, process or thing.

9.2. License

Each Party grants the other a revocable, non-exclusive, non-transferable, royalty-free licence to use any IP Rights in the other Party's material data, work, item, process or things for the sole purpose of, and only to the extent required and provided for, to perform its obligations under these Terms.

10. REVIEW & INSTRUCTION

10.1. Okoora may review Customer's performance under these Partnership Terms at any time and Customer will provide all reasonable cooperation and assistance to Okoora to ascertain the extent to which Customer has complied with its obligations under these Partnership Terms.

10.2. Customer shall comply with any reasonable instructions given by Okoora in relation to the provision of the Partner Services under these Partnership Terms.

10.3. If Okoora reasonably believes that Customer has not complied with its obligations under these Partnership Terms, Okoora may (at its cost) step in to assume Customer's obligations under these Partnership Terms or appoint a step-in manager to assist Customer in discharging its obligations, without affecting any of Okoora's other rights under these Partnership Terms.

10.4. Customer will provide all reasonable cooperation and assistance to Okoora or the step in manager (as the case may require). However, Customer will not be liable for any omissions, acts or defaults of Okoora or the step in manager in performing their functions under Clause 10.3.

11. INSURANCE

Customer shall be insured in respect of all potential liability, loss or damage arising out of or in connection with the provision of the Partner Services. Customer shall produce evidence, to the satisfaction of Okoora, of the insurance effected and maintained in accordance with these Partnership Terms.

12. SUB-OUTSOURCING

12.1. Customer shall only engage third parties to which it wishes to sub-outsource (part of) the Partner Services (the "**Sub-Outsourced Services**") with the prior written approval of Okoora, and only if the following conditions are met:

(a) such Sub-Outsourced Services shall not consist of/relate to the UI Services and the SCA Services;

(b) Customer shall at all times be required to oversee and monitor the activities of the third party service provider in accordance with Annex A and shall at all times ensure that the obligations included these Partnership Terms and, for the avoidance of doubt Annex A, are met;

(c) Customer shall enter into a written agreement with the third party service provider (the "**Sub-Outsourcing Agreement**"), including among others, (i) a warranty by the third party service provider that it shall at all times comply with the Applicable Laws, regulatory obligations, and all obligations of Customer under these Partnership Terms, and (ii) the audit and inspection rights included in Clause 4 of these Partnership Terms are granted to Okoora and its Regulators.

12.2. Customer shall request the approval referred to in Clause 12.1 at least 50 Business Days prior to the envisaged start date of the agreement in respect of the Sub-Outsourced Services.

12.3. Customer shall notify Okoora of any material changes to the Sub-Outsourcing Agreement referred to in Clause 12.1 above in the event that such changes might affect the ability of the Customer to meet its obligations under these Partnership Terms at least 50 Business Days prior to such changes taking effect.

13. TERM AND TERMINATION

13.1. Term of these Partnership Terms

These Partnership Terms shall continue until Parties terminate these Partnership Terms under this Clause 13 or it is otherwise validly terminated, including if required by Applicable Laws or pursuant to Clause 16 of the Agreement.

13.2. **Termination with cause**

If a Party wishes to terminate these Partnership Terms, it shall notify the other Party thereof in writing at least 6 (six) months prior to the envisaged termination date. The transition period set forth in Clause 13.6 commences after the Party that has been served the termination notice confirms receipt of the termination notice.

13.3. **Mutual termination grounds**

Each Party shall have the right to terminate these Partnership Terms if the other Party breaches the terms of these Partnership Terms and such breach remains uncured for fifteen (15) Business Days.

13.4. **Okoora termination grounds**

In addition to the rights set out in Clauses 15 and 16 of the Agreement, Okoora shall have the right to terminate these Partnership Terms in the event that Okoora has identified:

(a) that Customer will not meet its obligations under these Partnership Terms;

(b) impediments capable of altering the performance of the Partner Services;

(c) or has been notified by Customer that there are material changes affecting these Partnership Terms, the Partner Services, or Customer, including, but not limited to a change in a third party service provider referred to in Clause 12;

(d) that there are weaknesses regarding the management and security of confidential, personal or otherwise sensitive data or information;

(e) in the event of a change of control of Customer;

(f) in the event that continuation of these Partnership Terms would result in Okoora breaching its obligations under Applicable Laws; and

(g) upon instruction of Okoora's Regulator, including, but not limited to the event, such Regulator believes that, due to these Partnership Terms, it is no longer in a position to effectively supervise Okoora.

13.5. **Termination of the Agreement**

If the Agreement is terminated in accordance with the procedure set forth in the Agreement, the transition period set forth in Clause 13.6 will automatically commence.

13.6. **Transition period**

In the event these Partnership Terms are terminated in accordance with this Clause 13, during the transition period of six (6) months as of the termination date, Customer is required to cooperate with Okoora to ensure a proper and orderly transfer of the Partner Services to a third party or to allow Okoora to assume performance of the Partner Services itself. During the transition period, Customer, (i) shall disclose all relevant information, data and documentation to Okoora that is reasonably required for the performance of the Partner Services by Okoora or via a third party, and

(ii) shall support Okoora in complying with Okoora's legal and regulatory data and document retention obligations by providing for an export and/or conversion of Okoora data stored on Customer's systems to the designated successor system.

14. DEFINITIONS AND INTERPRETATION

14.1. Definitions

Unless defined below, all capitalised terms in these Partnership Terms, shall have the meaning set out in the Agreement:

"**Compliance Person**"	the responsible compliance manager at Okoora, as Okoora will notify Customer of from time to time.
"**Connected Account Support Services Guidelines**"	means the Customer Support Services Guidelines as set out in the Platform Requirements & Reporting List.
"**Connected Account Support Services**"	has the meaning set forth in Annex A.
"**ICT Security and Risk Management Guidelines**"	EBA Final Report on Guidelines on ICT security and risk management, EBA/GL/2019/04, 29 November 2019.
"**Incident Management Guidelines**"	means the Incident Management Guidelines are set out in the Platform Requirements & Reporting List.
"**InfoSecurity Guidelines**"	means the InfoSecurity Guidelines as set out in the Platform Requirements & Reporting List.
"**KYC Information Collection**"	has the meaning set forth in Annex A.
"**Major Incident**"	means a major incident as defined in the Major Incident Reporting Guidelines as set out in the Platform Requirements List.
"**Major Incident Reporting Guidelines**"	means the Final Report on the revised guidelines on

	major incident reporting under PSD 2, EBA/GL/2021/03, 21 June 2021.
"**Platform Requirements & Reporting List**"	means the "Platform Requirements & Reporting List" setting out the requirements the Customer has to comply with in relation to its use of the Embedded Finance Solution.
"**Partner Services**"	means the services outsourced by Okoora to Customer and more particularly described and set forth in Annex A.
"**Partner Service Fee**"	means the service fee set out in Clause 5.
"**Partner Service Levels**"	means the service levels set forth in Annex A.
"**Partnership Terms**"	means these partnership terms.
"**Payment Services Regulations**"	means, - the Payment Services Regulations 2017, as amended from time to time. - Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/E.
"**RTS SCA**"	means, - the Technical Standards on Strong Customer Authentication and Common and Secure Methods of Communication Instrument 2020. - the Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical

	standards for strong customer authentication and common and secure open standards of communication.
"**SCA Services**"	has the meaning set forth in Annex A.
"**System Interface**"	has the meaning set forth in Annex A.
"**UI Services**"	has the meaning set forth in Annex A.

ANNEX A: Partner Services

1. Know Your Customer Information Services ("KYC Information Collection")	
Description of the Services	● Customer will host the KYC Onboarding Component on its System Interface. ● Customer will provide support services to prospective Connected Accounts in respect of collection of KYC-information. ● Customer will forward questions in respect of KYC-review to Okoora.
Service Levels	**SLAs** ● Customer shall ensure that the KYC Collection component is available on its System Interface 24/7. ● Customer support regarding KYC Collection must be available 9am-5pm, Monday-Friday. **KPIs** ● Breaches - 0 breaches over the reporting period. A breach is defined as a failure in any service level set out in this section. **Response and resolution time** ● General queries from Connected Accounts in respect of KYC-collection - response within 12 hours and resolution within 48 hours. ● Queries from Connected Accounts in respect of KYC-review - forward to Okoora within 12 hours.
Reporting	**Reporting requirements:** ● Each quarter, Customer will send a report to Okoora in respect of the performance of Customer in relation to the Service Levels set out above. ● Customer shall inform Okoora promptly in the event it is not, or

	no longer able to comply with the Service Levels set out above.

1. System Interface Services ("UI Services")

Description of the Services	• Customer will develop the System Interface through which Okoora and Customer will provide their respective services to the Connected Accounts. • Customer will host the KYC Onboarding Component on its System Interface. • Customer will operate the System Interface, including: 1. Receipt of instructions from the Connected Accounts in respect of Okoora Accounts. 2. Forwarding instructions to Okoora via API. 3. Informing Connected Accounts of instructions having been carried out by Okoora. • Customer will provide User Access Management Services, including: 1. Providing Connected Accounts with credentials to access and use the System Interface. 2. Provide support services in respect of user access management, (e.g. in the event of loss of credentials, failure of credentials. etc.) • Customer shall regularly test the System Interface on operational resilience and compliance with the ICT Security and Risk Management Guidelines. • Customer shall comply with the InfoSecurity Guidelines. • Customer shall comply with the Incident Reporting Guidelines. • Customer agrees and acknowledges that Okoora is entitled to take over the UI Services from Customer after 48 hours of downtime in the manner set forth below: ○ Okoora will (i) email all Connected Accounts to provide them with temporary credentials to use for an Okoora-hosted web application. ○ Okoora will provide the services to the Connected Accounts as long as the default and/or failure of the System Interface has not been remedied to the satisfaction of Okoora. ○ If the default and/or failure has been remedied by Customer and such remedy is to the satisfaction of Okoora, Okoora will inform the Connected Accounts that the Connected Accounts must switch back to using credentials provided by Customer and log in via the System Interface and that the temporary credentials provided by Okoora will be removed.
Service Levels	SLAs • The System Interface and the UI Services shall comply with all Applicable Laws, including, but not limited to (i) the ICT Security and Risk Management Guidelines and (ii) Major Incident Guidelines.

	• The System Interface and the UI Services shall comply with the InfoSecurity Guidelines and the Incident Guidelines. • The System Interface and the UI Services shall comply with IT and software industry standards, among others, in respect of data privacy, information security, etc. • Customer shall maintain and ensure appropriate levels of service uptime and will ensure that any failure or default of the System Interface will be remediated as soon as possible. • The System Interface shall be available and accessible for Connected Accounts 24/7, except for periodic maintenance work and periodic testing in accordance with the Applicable Laws. • Customer has business continuity arrangements in place regarding System Interface failure or default. • Customer shall report any failure or default of the System Interface within 24 hours. • Customer shall cooperate with Okoora's Compliance Person in the event of a Major Incident. • In the event of a Major Incident, Customer will notify the Compliance Person at Okoora of such Major Incident immediately and in no event later than 2 hours after Customer has discovered such incident. • Customer is required to cooperate with Okoora in the event that the System Interface fails and Okoora has, upon its own discretion, decided to take over the Services. • Customer shall ensure that the KYC Onboarding Component is available on its System Interface 24/7, provided that when the KYC Onboarding Component is down due to a failure at the side of Okoora, this requirement does not apply. KPIs • Breaches - 0 breaches over the reporting period. A breach is defined as a failure in any service level set out in this section. • The System Interface will have 99.5% uptime. Response and resolution time • Any failure or default in the System Interface will be remediated within 4 hours.
Description of the Services	• Customer will develop the System Interface through which Okoora and Customer will provide their respective services to the Connected Accounts. • • Customer will operate the System Interface, including: 4. Receipt of instructions from the Connected Accounts in respect of Okoora Accounts. 5. Forwarding instructions to Okoora via API. 6. Informing Connected Accounts of instructions having been carried out by Okoora. • Customer will provide User Access Management Services, including:

	3. Providing Connected Accounts with credentials to access and use the System Interface. 4. Provide support services in respect of user access management, (e.g. in the event of loss of credentials, failure of credentials. etc.) • Customer shall regularly test the System Interface on operational resilience and compliance with the ICT Security and Risk Management Guidelines. • Customer shall comply with the InfoSecurity Guidelines. • Customer shall comply with the Incident Reporting Guidelines. • Customer agrees and acknowledges that Okoora is entitled to take over the UI Services from Customer after 48 hours of downtime in the manner set forth below: ○ Okoora will (i) email all Connected Accounts to provide them with temporary credentials to use for an Okoora-hosted web application. ○ Okoora will provide the services to the Connected Accounts as long as the default and/or failure of the System Interface has not been remedied to the satisfaction of Okoora. ○ If the default and/or failure has been remedied by Customer and such remedy is to the satisfaction of Okoora, Okoora will inform the Connected Accounts that the Connected Accounts must switch back to using credentials provided by Customer and log in via the System Interface and that the temporary credentials provided by Okoora will be removed.
Service Levels	SLAs • The System Interface and the UI Services shall comply with all Applicable Laws, including, but not limited to (i) the ICT Security and Risk Management Guidelines and (ii) Major Incident Guidelines. • The System Interface and the UI Services shall comply with the InfoSecurity Guidelines and the Incident Guidelines. • The System Interface and the UI Services shall comply with IT and software industry standards, among others, in respect of data privacy, information security, etc. • Customer shall maintain and ensure appropriate levels of service uptime and will ensure that any failure or default of the System Interface will be remediated as soon as possible. • The System Interface shall be available and accessible for Connected Accounts 24/7, except for periodic maintenance work and periodic testing in accordance with the Applicable Laws. • Customer has business continuity arrangements in place regarding System Interface failure or default. • Customer shall report any failure or default of the System Interface within 24 hours. • Customer shall cooperate with Okoora' Compliance Person in the event of a Major Incident.

	• In the event of a Major Incident, Customer will notify the Compliance Person at Okoora of such Major Incident immediately and in no event later than 2 hours after Customer has discovered such incident. • Customer is required to cooperate with Okoora in the event that the System Interface fails and Okoora has, upon its own discretion, decided to take over the Services. • KPIs • Breaches - 0 breaches over the reporting period. A breach is defined as a failure in any service level set out in this section. • The System Interface will have 99.5% uptime. Response and resolution time • Any failure or default in the System Interface will be remediated within 4 hours.
Okoora contact person	Compliance Person
Customer contact person	*[Customer to inform of its contact person*]
Reporting	General reporting requirements: • Each quarter, Customer will send a report to Okoora in respect of the performance of Customer in relation to the Service Levels set out above. • Customer shall inform Okoora promptly in the event it is not, or no longer able to comply with the Service Levels set out above.

2. **Strong Customer Authentication ("SCA Services")**	
Description of the Services	• Customer will carry out strong customer authentication on Connected Accounts.
Service Levels	SLAs • Customer shall comply with the Applicable Laws, including but not limited to the RTS SCA. • Creation, renewal and association of security credentials must be available 9am-5pm, Monday-Friday. • Destruction, deactivation or revocation of the security credentials is available 24/7. • Customer must enforce SCA in line with the RTS SCA, ensuring it is applied at the account information and the payment instruction stages.

	• Customer may use any two elements provided for within the RTS SCA as appropriate security credentials. • Customer must receive explicit permission from Okoora before it can utilise its suggested elements as referred to above. • Customer must ensure that the security credentials remain technically and logically independent. • Customer must ensure that an authentication code is generated once genuine security credentials are presented. • Customer must ensure that a dynamically linked authentication code is generated from a payment instruction, once genuine security credentials are presented. • Customer must ensure the session rules include an inactivity timeout, timing out after no more than five minutes. • Customer must ensure the session rules include the blocking of customers after no more than five failed attempts. • Customer must receive explicit permission from Okoora before utilising any exemption set out in the RTS SCA. • Customer will calculate on a quarterly basis, the applicable fraud rate and present this to Okoora through a 'fraud report'. A template 'fraud report' will be provided to the Customer by Okoora. • Customer must, at all times, maintain mature creation, renewal and association processes for security credentials. • Customer must, at all times, comply with Okoora's encryption and destruction policies. • Customer must alert Okoora before it changes its approach to any aspect of SCA or the SLAs agreed in this section. • Customer must report an issue or incident relating to SCA Okoora within two hours of the identification. KPIs • Breaches – 0 breaches over the reporting period. A breach is defined as a failure in any service level set out in this section. • Fraud rates - 0.005% or below. • Exemption fraud rates – 0.005% or below (per exemption). • Presentation of fraud report – within two weeks of the calendar quarter end. • A total percentage of payments instructed through SCA compared to payments instructed through an exemption. Presented in both volume and value terms. Response and resolution time • SCA incidents – response in 2 hours and resolution within 4 hours.
Okoora contact person	Compliance Person
Customer contact person	[*Customer to inform of its contact person*]

Reporting	Reporting requirements: • Each quarter, Customer will send a report to Okoora in respect of the performance of Customer in relation to the Service Levels set out above. • Customer shall inform Okoora promptly in the event it is not, or no longer able to comply with the Service Levels set out above.

3. Connected Account Support Services	
Description of the Services	• Customer will be responsible for all communications with Connected Accounts. • Customer will send the Connected Accounts the terms and conditions at the onboarding stage. • Customer will send information and communications regarding amendments in terms, conditions, contracts, fees and any other subjects to Connected Accounts. • Customer will send general information and reports required under Applicable Laws to Connected Accounts. • Customer will communicate requests from Connected Accounts to terminate the services to Okoora. • Customer shall forward requests for information from Okoora to the Connected Account(s) concerned. • Whenever discussing any sensitive account / payment information, or making any account / payment related changes, the platform shall be conducting identity verification by asking the Connected Account to confirm two sensitive data fields on the account (see appendix) • Customer shall on request by the user provide eligible end users with a copy of all personal information held about the data subject. The platform shall also forward the request to Okoora for processing. • Customer shall upon request delete all personal information held about the data subject, for eligible users. The platform shall also forward the request to Okoora for processing. • Customer shall receive complaints made by end users, check eligibility and forward qualified complaints onto Okoora for handling. • Customer shall comply with Connected Account Support Services Guidelines
Description of the Services	• Customer will be responsible for all communications with Connected Accounts. • Customer will send the Connected Accounts the terms and conditions at the onboarding stage. • Customer will send information and communications regarding amendments in terms, conditions, contracts, fees and any other

	subjects to Connected Accounts. • Customer will send general information and reports required under Applicable Laws to Connected Accounts. • Customer will communicate requests from Connected Accounts to terminate the services to Okoora. • Whenever discussing any sensitive account / payment information, or making any account / payment related changes, the platform shall be conducting identity verification by asking the Connected Account to confirm two sensitive data fields on the account (see appendix) • Customer shall on request by the user provide eligible end users with a copy of all personal information held about the data subject. The platform shall also forward the request to Okoora for processing. • Customer shall upon request delete all personal information held about the data subject, for eligible users. The platform shall also forward the request to Okoora for processing. • Customer shall receive complaints made by end users, check eligibility and forward qualified complaints onto Okoora for handling. • Customer shall comply with Connected Account Support Services Guidelines
Service Levels	SLAs • Customer shall comply with the Applicable Laws when providing Customer Support Services. • Customer will ensure that all communications, including in respect of changes in terms and conditions or other contractual arrangements, such as the fee schedule, requests for information and general information is sent to Connected Accounts within 5 Business Days after having received an instruction from Okoora. • When communicating a change to the terms and conditions, the fee schedule or any other contractual agreement, Customer shall send the amended document to the Connected Account on a durable medium. • All Connected Accounts communications in respect of the payment services must be approved by Okoora. • Customer will ensure that all requests from Connected Accounts to terminate the services are sent to Okoora within 5 Business Days. • Customer is required to log the acceptance of the Connected Account of the terms and conditions, which log should i.a. include the date and time the Connected Account has accepted the terms and conditions. • Customer will include Okoora contact details in communications regarding amendments of terms and conditions, so that the Connected Account can directly contact Okoora.

	• Customer will include Okoora footer in all written customer communications in respect of the payment services. • Customer will forward all instructions and/or queries from Connected Accounts regarding communications to Okoora. • Customer shall cooperate with Okoora and its Compliance Person in respect of Customer Complaints. KPIs and Response Resolution times • Breaches: 0 over reporting period. • Customer will ensure that all instructions and/or information that requires forwarding to Okoora to be sent to Okoora within 24 hours. • Forwarding section: all instructions and/or information that requires forwarding to Okoora to be sent to Okoora within 24 hours. • 9-5 section: must be available • Response: Customer will ensure that all queries of Connected Accounts shall be answered within 48 hours. • Customer shall identify a complaint as a Customer Complaint within 24 hours. • Customer shall collect all information in respect of the Customer Complaint within 48 hours. • Customer shall report Customer Complaints including the required information within 48 hours after receiving the Customer Complaint.
Okoora contact person	Compliance Person
Customer contact person	[*Customer to inform of its contact person*]
Reporting	Reporting requirements: • Each quarter, Customer will send a report to Okoora in respect of the performance of Customer in relation to the Service Levels set out above. • Customer shall inform Okoora promptly in the event it is not, or no longer able to comply with the Service Levels set out above.

US SUPPLEMENT

I. GENERAL

1. This US Supplement shall apply if the Customer receives Services in the United States or engages in transactions subject to US regulations.
2. Customer acknowledges that certain services that it may provide or receive in the United States may be subject to regulatory obligations governing Okoora, or its Network Partner or other Third

Party Service Provider, and Customer agrees it will at all times comply with such regulatory obligations and Applicable Law with respect to the Embedded Finance Solution.

II. US EMBEDDED FINANCE TERMS

Indemnification. In addition to any other applicable indemnities (for example, those set out in this Agreement or in the Okoora Service Agreement), Customer will defend, indemnify, and hold harmless the Okoora Indemnitees against any and all Losses incurred or suffered by the Okoora Indemnitees in connection with or as a result of: any of the following by Customer or a Connected Account: the use or misuse of the Okoora Embedded Finance Service; (c) any chargebacks, refunds, fines, reversals of a transaction, or deduction of fees;