Last updated: February 2026

REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement consists of the terms of the engagement between you, the partner applying to join Okoora's Referral Partner Program as "**Partner**" or "**you**", and AMP Technologies AG ("**Okoora**", "**Company**", "**we**" or "**us**") and its wholly or partially owned affiliates (the "**Agreement**"). Okoora reserves the right to update and modify the Agreement at any time by posting a new agreement on its Website. We will provide reasonable notice by email or via the Partner dashboard in the Referral Partners Portal if a significant change is made. Partners are encouraged to regularly review the Agreement on our website and the Referral Partner Portal for updates or changes that may impact them. Any reference to the Agreement includes all terms and documents incorporated by reference.

You must read, agree to, and accept all of the terms and conditions in this Agreement, including Okoora's Privacy Policy and Okoora's Acceptable Use Policy, which are incorporated by reference and form part of this Agreement, before you may become a Partner. However, you will not be accepted as a Partner until we provide written notification of your acceptance, whereupon the terms and conditions set forth herein shall form a binding agreement between us.

This Agreement shall take effect on October 1, 2025, and apply to all Partners joining the Referral Partner Program on or after this date. It also supersedes and replaces any prior Referral Partner Program agreements, whether written or verbal, for all existing and future Partners.

1. Introduction and Interpretation

References in this Agreement to an Article, Section, or Exhibit apply to the relevant part of this Agreement unless otherwise specified. The terms **"include," "includes,"** and **"including"** mean **"without limitation"**. Terms such as **"hereof," "herein,"** and **"hereunder"** refer to the Agreement as a whole. Any referenced agreement, instrument, or statute includes future amendments, modifications, or successors. References to a person include their permitted successors and assigns.

2. Definitions

For the purposes of this Agreement, the following terms shall have the meaning detailed next to them:

"**Confidential Information**" —	Means any data or information of (i) Okoora and/or any of its related companies, (ii) the terms of this Agreement, including its schedules and exhibits, and (iii) resulting from the Services, clients or suppliers, including oral, written or electronic data or

	information including past, present or future research, development or business activities, and including without limitation, New Client Data and any information relating to Okoora and/or its related companies' methodologies, developments, inventions, technology, designs, processes, plans, trading information, financial information, business information, markets, personnel, marketing, sales, price, operating, performance, cost, know-how, tools, software, hardware, and all record bearing media containing or disclosing such techniques and information. "Confidential Information" shall not include information which: (a) at the time disclosed or obtained is the public domain through no fault of the Partner; (b) after being disclosed or obtained becomes part of the public domain through no act, omission, or fault of the Partner; or (c) was in the Partner's possession at the time of disclosure or receipt and was not acquired, directly or indirectly, under an obligation of confidence.
"**Fees**" —	The compensation is payable to the Partner by the Company, as specified in the Online Application Form and outlined in this Agreement, for fully complying with the Partner's obligations and successfully referring New Clients under the Referral Partner Program.
"**IP Rights**" —	Means any intangible right, title and interest, including any rights relating to or arising under copyright, trademark, patent, trade secret, moral rights, right of publicity, authors' rights, and all other proprietary rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, under any application law or jurisdiction.
"**KYC / KYB Process**" —	Means the Company's full client verification, compliance, due diligence, onboarding, anti-money laundering (AML), sanctions screening, and regulatory approval procedures, as determined solely by Okoora, whether applicable to individuals or legal entities. Completion of the KYC/KYB Process shall occur only upon written confirmation by Okoora that all required compliance checks have been satisfied.

"**Net Fee Revenue (NFR)"**	Means the total income recognized by the Company from referred New Clients, including without limitation (a) licensing and subscription fees; (b) onboarding, setup, or customization fees; and (c) FX margin revenue (net of liquidity sourcing, hedging, infrastructure, and third-party technology costs). NFR expressly excludes operational service charges (e.g., bank wire costs, payment network fees), pass-through fees or disbursements, and any negative-yield or loss-generating items. Okoora retains sole discretion to determine, revise, and report NFR values and shall not disclose internal pricing, margin composition, or client-level profitability.
"**New Client"** —	a) Has not been a client of the Company within the preceding six (6) months; b) Has been expressly approved in writing by Okoora as a valid referral in accordance with the Referral Attribution and Qualification section; c) Has fully completed the Company's KYC/KYB process; d) Has executed a binding service agreement or accepted the Company's business terms as a business client meeting the Company's eligibility criteria; e) Has executed a first bona fide transaction on the Platform with a notional value of at least USD $10,000 (or equivalent), reflecting genuine commercial use and not undertaken solely or primarily for the purpose of generating Partner compensation, as determined solely by Okoora; and f) Is not any person or entity owned, controlled, or affiliated with the Partner, its shareholders, officers, employees, agents, affiliates, or their immediate family members. For the avoidance of doubt, a prospect shall not be deemed a New Client unless all of the above conditions are fully satisfied within the applicable six (6) month Activation period. Failure to satisfy any condition shall permanently disqualify such prospect from generating any entitlement under this Agreement.

"**New Client Data**" —	Means any and all data submitted by the New Client to the Company, whether or not through the KYC/KYB Process, and collected, compiled, and stored by us.
" **Okoora Account**" —	Refers to the Partner's designated account with the Company, used for the transfer and receipt of Fees as determined under this Agreement.
"**Referral Partner Portal**" —	The online platform provided by Okoora allows partners to manage their activities, access tools, track referrals, view reports, and receive communications related to the Referral Partner Program. The Company reserves the right, at its sole discretion, to discontinue or cease maintaining the Partner Portal at any time.
"Platform" –—	Refers to Okoora's cloud-based platform, through which existing and New Clients can access and utilize the Services for self-use only, not for third-party use.
"**Platform Activities**"	Client transactions of currency conversions and FX hedge transactions conducted by New Clients on the Platform. All other platform- or non-platform-related client activities and fees (e.g., subscription fees and service fees) are excluded from this category.
"**Platform Add-On Services**" —	Additional tools, components, features, and products are offered through the Okoora Marketplace for self-use on the Platform. These add-ons are designed to enhance platform functionality and can be explored on Okoora's Website.
"**Platform License Fees**"	Subscription fees are paid by clients to access and utilize Okoora's solutions. These fees are determined and customized according to Okoora's pricing tiers, which are available for review on Okoora's website.
"Services" —	Refers to all the services provided by Okoora to its clients as explicitly mentioned in this Agreement. Any additional or other services not specified herein, whether currently offered or introduced in the future, are not included for the purpose of Fees under the Referral Partner Program or otherwise.

3. **<u>Representations, Warranties and Undertakings</u>** 3.1. You represent, warrant and undertake that:

3.1.1. You are legally capable and authorized to enter into this Agreement, and if you represent an entity, all actions necessary to authorize you to enter into this Agreement have been taken.

3.1.2. You have obtained all necessary licenses, consents and approvals and have taken all necessary actions, including, without limitation, any registration and notifications, with respect to carrying out the activities contemplated by this Agreement pursuant to applicable law.

3.1.3. Your obligations under this Agreement will not infringe any other agreement or undertaking.

3.1.4. You have the necessary qualifications and skills to carry out the activities contemplated by this Agreement.

3.1.5. You are an independent entity and have no authority to bind the Company or act on its behalf in any manner, unless explicitly stated in this Agreement or agreed to by both parties in writing.

3.1.6. You shall not do or omit to do anything that may be detrimental to our reputation and/or goodwill.

3.1.7. You shall not make any representation or statement or warranty concerning the Company and/or the Services except as authorized by the Company or as provided in this Agreement.

3.1.8. You shall not offer investment advice or provide investment or portfolio management services in relation to the Services.

3.1.9. You shall not make any misrepresentations, misleading or disparaging representations or statements regarding the Company and/or the Services.

3.1.10. You shall not represent that the Company guarantees or will guarantee its clients and/or New Client(s) against loss when receiving the Services.

3.1.11. You will not accept nor hold any client and/or New Client money.

3.1.12. No legal action or proceeding is currently pending against the Partner or any of its officers or directors, in their official capacities, before any court, administrative agency, or other tribunal that could have a material adverse effect on the Partner's or the Company's business, financial condition, or operations. Furthermore, no director, officer, key employee, or member of the Partner's senior management has a criminal record, nor is subject to any ongoing criminal prosecution or investigation. Without limiting the above, the Partner agrees to promptly disclose to the Company any complaint, regulatory investigation, disciplinary action, or other development that could materially affect the Partner's ability to fulfill its obligations under this Agreement.

3.1.13. During the term of this Agreement, you are and shall remain in full compliance with the laws and regulations applicable within each territory in which it shall market and promote the Services.

3.2. The Company represents, warrants and undertakes that:

3.2.1. There is no prohibition, restriction, or impediment whatsoever, whether by law or pursuant to an agreement to its engagement in this Agreement.

3.2.2. Our obligations under this Agreement do not conflict with any other agreement or undertaking of the Company, nor violate any law or regulation of any court, governmental body, administrative, or other agency having authority over it.

3.2.3. **Anti-Bribery, Anti-Corruption and Prohibited Payments**

The Partner represents, warrants, and undertakes that it shall strictly comply with all applicable anti-bribery, anti-corruption, anti-money laundering, sanctions, and financial crime laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and any other applicable national or international legislation. The Partner shall not, directly or indirectly:

3.2.3.1. Offer, promise, give, authorize, solicit, or accept any bribe, kickback, facilitation payment, improper advantage, or other unlawful benefit;

3.2.3.2. Make any payment, gift, hospitality, commission, rebate, or other transfer of value to any public official, government entity, state-owned enterprise, regulatory authority, or private individual for the purpose of influencing any decision or securing any improper advantage;

3.2.3.3. Engage in any conduct that could reasonably be construed as commercial bribery, corruption, or unethical inducement;

3.2.3.4. Use intermediaries, agents, subcontractors, affiliates, or any third party to circumvent the prohibitions set forth in this Section.

3.2.3.5. The Partner shall not represent itself as authorized to provide regulated financial services, investment advice, portfolio management, or any licensed activity on behalf of Okoora unless expressly authorized in writing.

3.2.3.6. Any breach or suspected breach of this Section shall constitute a material breach of this Agreement and shall entitle Okoora to immediate termination without notice and without any obligation to pay any Fees.

3.2.3.7. The Partner shall fully indemnify, defend, and hold harmless Okoora and its affiliates from and against any fines, penalties, sanctions, investigations, enforcement actions, costs, damages, or liabilities arising out of or relating to any violation of this Section by the Partner or its representatives.

3.2.3.8. The Partner acknowledges that Okoora operates within a regulated financial environment and that any violation of anti-corruption laws may result in severe regulatory, criminal, and reputational consequences.

4. **Partner Engagement Terms**

4.1. During the term of this Agreement, you agree to actively market, promote, and advertise the Services in accordance with the terms set forth herein. Additionally, you undertake to identify and refer potential New Clients to the Company, ensuring that all referrals comply with the eligibility criteria and any applicable requirements under this Agreement, as well as any applicable laws and regulations.

4.2. The Company reserves the sole and absolute right to accept or decline any client referred by you, including determining whether to provide them with any or all of the Services or additional services not covered under this Agreement. You hereby irrevocably waive any claims or demands against the Company or its representatives in connection with the exercise of this discretion or any decisions made regarding clients referred by you.

4.3. Subject to the terms and conditions of this Agreement, the Company grants you a nonexclusive, personal, non-transferable, and non-assignable right to promote and market the Services.

4.4. **No Client Ownership or Exclusivity**

Participation in the Referral Partner Program does not grant the Partner any ownership, proprietary, exclusivity, management, servicing, or control rights over any existing or New Client. For the avoidance of doubt:

4.4.1. All clients, including referred prospects and New Clients, remain exclusively clients of Okoora.

4.4.2. The Partner acquires no property interest, equity interest, contractual control, servicing rights, or ongoing relationship rights in any client.

4.4.3. Okoora may independently engage, communicate with, negotiate with, market to, contract with, or provide services to any referred prospect or client without restriction.

4.4.4. Nothing in this Agreement shall be construed as creating exclusivity, joint venture, agency authority, partnership rights, or fiduciary duties between the Parties.

4.4.5. The Partner shall not represent to any third party that it has authority to bind Okoora or act on its behalf.

4.5. It is hereby clarified that the rights granted to the Partner hereunder by the Company are non-exclusive. Nothing herein shall limit, prevent, or preclude the Company from entering into other partner and/or referral agreements or other agreements with other third parties and/or from granting rights with respect to the Services to any other third party. In addition, nothing herein shall prevent the Company from promoting and/or marketing the Services by itself.

4.6. All rights not expressly granted in this Agreement to the Partner are reserved to the Company.

5. Referral Partner Program

5.1 A Partner may participate in only one Referral Partner account at any given time. New Clients referred by the Partner are tied solely for purposes of Fee calculation during the applicable Eligibility Period.

Referral Attribution and Qualification

For the avoidance of doubt, a referral shall be considered valid and eligible for compensation only if all of the following conditions are strictly satisfied:

1. The Partner submits the referral exclusively through the official referral submission channel designated by Okoora, which shall consist solely of:

   (i) the dedicated referral submission form available in the Referral Partner Portal; or
   (ii) a specific referral email address published by Okoora for this purpose.

   No other form of communication, including without limitation informal emails, messaging applications, CRM entries, verbal introductions, social media messages, or third-party platforms, shall constitute a valid referral submission.

2. Okoora provides explicit written approval of such referral, signed or issued by an authorized signatory of Okoora.

3. If Okoora does not provide written approval within seven (7) Business Days from receipt of the referral submission, such referral shall be deemed rejected and shall create no entitlement whatsoever.

4. The official referral date shall be the date of Okoora's written approval, and no other date shall be considered for any purpose under this Agreement.

5. A referral shall remain valid for a period of six (6) calendar months from the official referral date.

6. If within such six (6) month period the referred prospect does not fully complete:
   (i) the KYC/KYB process,
   (ii) execution of a binding service agreement or acceptance of Okoora's business terms, and
   (iii) execution of a first transaction with a notional value of at least USD $10,000 (or equivalent), then the referral shall automatically expire and be

   permanently void.

7. Upon expiration of the six (6) month period, the Partner shall have no right, claim, demand, or entitlement whatsoever with respect to such prospect, even if such prospect later becomes a client of Okoora.

8. No implied acceptance, silence, informal communication, or partial engagement shall constitute referral approval or create any entitlement.

No Indirect or Downstream Referrals

Only direct referrals expressly approved in writing by Okoora in accordance with the Referral Attribution and Qualification section shall be eligible for compensation.

For the avoidance of doubt:

1. No entitlement shall arise from any indirect, downstream, secondary, derived, or chain referral.
2. No entitlement shall arise with respect to any client introduced by a referred client.
3. No entitlement shall arise from referrals made by affiliates, subcontractors, employees, agents, or related entities of the Partner unless such referral was directly submitted and explicitly approved in writing by Okoora.
4. The Referral Partner Program is strictly single-tier. Multi-level, cascading, pyramid, affiliate-of-affiliate, or revenue-sharing structures are expressly prohibited.
5. The Partner shall have no claim whatsoever in respect of any revenues generated from clients not directly and expressly approved under the Referral Attribution and Qualification mechanism.

Pre-Existing Relationship and Pipeline Exclusion

No referral shall be eligible for compensation if, at the time of the Partner's submission, or at any time during the preceding twelve (12) months, the referred prospect:

1. Was already in contact, discussion, negotiation, or engagement with Okoora;
2. Had independently registered, inquired, or expressed interest in Okoora's services;
3. Was already recorded in Okoora's CRM, pipeline, or internal systems; or 4. Had any prior commercial interaction with Okoora or its representatives.

For the avoidance of doubt:

- The determination of whether a prospect qualifies as a pre-existing contact shall be made solely and exclusively by Okoora in its absolute discretion.
- Okoora shall have no obligation to disclose CRM records, internal communications, or evidence supporting such determination.
- The Partner expressly waives any claim, demand, or dispute regarding such determination.

6. Onboarding Requirements and Conditions for Three-Year Fees Eligibility

6.1. To become a Partner, the following steps are required:

6.1.1. Complete the Referral Partner Application Form on Okoora's website, providing all the required information.

6.1.2. Accept these Terms and Conditions.

6.1.3. Complete the KYC/KYB Process and get approved by Okoora's compliance team.

6.1.4. Open an Okoora Account to receive commissions (no other payment channels are supported).

7. **Marketing**

7.1. At your sole expense, you shall conduct marketing activities aligned with the Target Market, as defined by the Company at its sole discretion. Such activities include advertising, promoting, and marketing the Company and its Services. Marketing efforts must comply with all applicable laws and regulations, must not target minors or restricted regions, and must avoid any content that is offensive, misleading, objectionable, or harmful to the Company's reputation.

7.2. You are granted a limited, royalty-free, non-exclusive, non-transferable right to use the Company's Marketing Materials and Trademarks solely for the purposes outlined in this Agreement. The Marketing Materials are provided "as-is," without warranties, and remain the exclusive property of the Company. Any goodwill generated from their use will solely benefit the Company. You may not modify, misuse, or present these materials in any manner that implies endorsement of unrelated goods, services, or entities. The Company reserves the right to amend or withdraw the Marketing Materials or Trademarks with seven (7) business days' notice, after which you must immediately cease their use.

7.3. You shall not market the Services on platforms that directly compete with the Company's promotional efforts or in any manner that conflicts with the Company's marketing strategies. The Company reserves the right to monitor your marketing activities and, at its sole discretion, request modifications or the removal of non-compliant content. You must comply with such requests within one (1) business day.

7.4. Any email marketing or promotion regarding the Services must be pre-approved by the Company in writing. Such marketing activities must comply with all applicable laws and regulations, including anti-spam laws, and include clear optout mechanisms. You are prohibited from sending marketing communications to individuals or entities that have not expressly requested such information.

7.5. Upon termination of this Agreement, all rights to use the Company's Marketing Materials and Trademarks shall immediately cease. Any use of unapproved materials or non-compliance with this clause may result in the immediate termination of this Agreement.

7.6. The Company may, without further approval, include your logo, name, trademarks, and general business information in its marketing and promotional materials, including on its website and in materials created by its service providers. If you wish

to withdraw this permission, you may provide reasonable written notice to the Company, and the cessation of such use will apply prospectively.

8. **Compensation and Payment Terms**

8.1. Provided that you fully comply with your obligations under this Agreement and submit a valid invoice in accordance with the terms specified herein, you shall be entitled to receive the Fees.

8.2. Unless explicitly stated otherwise, all fees and payments under this Agreement include any applicable VAT or similar taxes. The Partner is responsible for complying with all applicable tax laws and regulations related to the Fees received.

8.3. The Fees shall be paid monthly and deposited exclusively into your Okoora Account in accordance with the provisions of this Section. At its sole discretion, the Company may transfer your balance from the Okoora Account directly to your personal account if it reaches or exceeds $2,500.

8.4. **Capital Raising and Investment Exclusion**:

For the avoidance of doubt, the Referral Partner Program applies solely to the referral of New Clients for the purpose of receiving Okoora's commercial services and generating Net Fee Revenue (NFR) as defined herein.

Under no circumstances shall the Partner be entitled to any compensation, fee, commission, success fee, finder's fee, placement fee, advisory fee, equity interest, profit participation, or any other form of remuneration in connection with:

8.4.1. Any investment in Okoora or any of its affiliates;

8.4.2. Any equity issuance, share subscription, SAFE, convertible instrument, loan, debt financing, or other capital contribution;

8.4.3. Any merger, acquisition, strategic investment, joint venture, asset purchase, restructuring, or corporate transaction;

8.4.4. Any capital raising transaction, whether public or private;

8.4.5. Any introduction of potential investors, lenders, strategic partners, or financial counterparties;

8.4.6. Any transaction involving securities or ownership interests of Okoora or its affiliates.

The Partner acknowledges and agrees that this Agreement does not constitute, and shall not be construed as, an investment brokerage, securities placement, capital raising, financial advisory, or fundraising engagement.

The Partner further agrees that no introduction of any individual or entity that subsequently becomes an investor, shareholder, lender, or strategic partner of Okoora shall give rise to any right or claim for compensation under this Agreement.

Any claim for compensation relating to capital raising activities must be governed exclusively by a separate written agreement expressly designated for that purpose and signed by authorized signatories of Okoora.

The Partner irrevocably waives any claim, demand, or entitlement arising from any capital or financing transaction involving Okoora.

8.5. **No Set-Off or Counterclaims**

All payments due to the Partner under this Agreement shall be made strictly in accordance with the Fee calculation and reporting provisions herein.

The Partner shall have no right to withhold, offset, deduct, counterclaim, or otherwise reduce any amounts due to Okoora under any circumstances. Any alleged dispute regarding Fees shall not entitle the Partner to suspend performance, delay compliance, or assert any lien or retention right over any information, materials, or communications.

For the avoidance of doubt, all claims shall be resolved exclusively in accordance with the dispute and limitation provisions of this Agreement.

8.6. **Ongoing Revenue Share**. The Partner shall be entitled to receive a share of the Net Fee Revenue ("NFR") generated by each New Client that (i) successfully completes the Company's KYB and onboarding process and (ii) executes a first transaction with a notional value of at least USD $10,000 (or equivalent in local currency), for a period of thirty-six (36) months from the client's activation date ("**Eligibility Period**"). The Partner's share shall be determined progressively, based on the total annual NFR volume across all referred New Clients, as follows: The Partner shall be entitled to a revenue share from the Net Fee Revenue ("NFR") actually received by the Company from New Clients, calculated as follows:

1. **Ten percent (10 percent)** of cumulative NFR up to **USD 10,000,000 (ten million dollars)**; and
2. **Twenty percent (20 percent)** of cumulative NFR exceeding **USD 10,000,000**. For clarity, the calculation shall be **progressive**, meaning the Partner shall receive 10 percent on the first USD 10,000,000 of cumulative NFR, and 20 percent only on the portion exceeding that threshold.

The cumulative calculation shall remain continuous throughout the Partner's participation in the program unless explicitly reset by written agreement between the Parties.

Determination of NFR and Reporting Finality

1. All Net Fee Revenue (NFR) calculations shall be determined solely and exclusively by Okoora in accordance with its internal accounting policies and records.

2. The monthly Fee report provided to the Partner shall be deemed accurate, final, and binding unless the Partner provides written notice of a manifest calculation error within fourteen (14) calendar days of receipt.
3. The Partner shall have no right to audit, inspect, review, or access Okoora's books, records, internal pricing logic, margin structure, liquidity sourcing arrangements, hedging mechanisms, or client-level financial data.
4. Okoora shall have no obligation to disclose any information beyond the summarized NFR figures required to calculate the Partner's revenue share.
5. The Partner expressly waives any claim, demand, or dispute relating to the methodology, structure, allocation, margin composition, or internal cost calculations used by Okoora in determining NFR.

8.7. Eligibility for Fees under this Agreement is strictly limited to the referral of New Clients, as defined herein. No Fees shall be payable for referrals of existing clients or any other activities unless explicitly authorized in writing by the Company for specific cases. Such authorization shall apply solely to the instances expressly permitted and shall not constitute a waiver or modification of this general condition

Revenue share shall be calculated monthly and tracked across a rolling 12-month window. Revenue share shall be calculated at the time of payout based on reported data and shall not be subject to retroactive adjustments due to revised cost inputs, currency fluctuations, or changes in client behavior

Following the Eligibility Period, and notwithstanding any other provision of this Agreement, Partner shall not be entitled to further NFR fees regarding the referred New Client.

8.8. The Company reserves the sole and absolute right to refuse any attempted purchase of the Services by any person or entity. You shall not be entitled to any Fees for referrals where the Company decides, at its discretion, not to complete a transaction with the referred person or entity.

8.9. The Company reserves the right to withhold, revoke, or deduct any amounts paid to the Partner under this Agreement from the Partner's Okoora Account (and demand repayment (clawback) of previously paid fees) if the Partner breaches any terms of this Agreement or engages in actions that could harm the Company.

8.10. The only Fees due to Partner are those payable pursuant to the terms of this Agreement. To avoid any doubt, it is agreed and understood that if any Fees or any portion thereof is returned to a New Client for any reason whatsoever, the Fees shall be returned to the Company by the Partner or otherwise deducted.

8.11. All invoices submitted by the Partner must include their full details, Okoora Account details, a description of the invoiced Fees for the relevant period, and the total amount including any applicable taxes. Invoices failing to meet these requirements may be rejected by the Company.

8.12. Fee reports for the previous month will be provided to the Partner by the 20th of each month.

8.13. Fees will be paid by the 10th of the month following the subsequent month (e.g., Fees for January will be paid by March 10th), provided that the Partner submits an invoice by the 5th of the month (e.g., March 5th for January Fees).

8.14. All Fees will be calculated and paid in USD. If a currency conversion is required, the exchange rate applied will be the rate on the invoice date.

8.15. Notwithstanding the foregoing, if and to the extent you are required to file or provide certain documentation for tax and other governmental purposes, payment of the Fee may be suspended.

8.16. The Company, at its sole and absolute discretion, may determine that several clients under the same household/control/ownership shall be considered as a single New Client and, therefore, shall not entitle the Partner to Fee payable with respect to each of them.

8.17. You shall be solely responsible for all costs and expenses of any kind incurred in connection with this Agreement, including any taxes related to the Fees. Under no circumstances shall the Company be liable for any payments or amounts beyond the Fees specified in this Agreement.

8.18. The Company shall make deductions for payment made to you under this Agreement as may be and to the extent required under any applicable law unless you provide the Company with appropriate tax exemption documents.

9. **Relationship**

9.1. You are an independent contractor with respect to the Company. Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or Employer-Employee relationship between us and you. You have no authority to and shall not enter into any agreements or obligations purporting to be binding upon the Company.

9.2. As an independent contractor, you are solely and exclusively responsible (i) for all taxes payable with respect to the Fees; (ii) for obtaining any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that you are not covered by or eligible for any insurance from the Company; and (iii) for ensuring that you comply with any licensing authority's rules or practices.

9.3. **No Agency; No Apparent Authority**

The Partner acts solely as an independent referral source and shall not be deemed, construed, or represented as an agent, representative, intermediary, distributor, joint venture partner, or authorized spokesperson of Okoora for any purpose.

The Partner has no authority, actual or apparent, to:

9.3.1. Bind Okoora to any contract or commitment;

9.3.2. Make representations or warranties on behalf of Okoora;

9.3.3. Negotiate commercial terms on behalf of Okoora;

9.3.4. Offer regulated financial services, investment advice, or licensed activities;

9.3.5. Collect funds, receive payments, or handle client monies;

9.3.6. Create any obligation or liability for Okoora.

The Partner shall not hold itself out as having any authority beyond that expressly set forth in this Agreement.

Any act or omission by the Partner that creates actual or apparent authority shall constitute a material breach of this Agreement.

The Partner shall fully indemnify Okoora against any claims arising from any unauthorized representation or conduct by the Partner.

9.4. **Use of Partner Information**

Okoora may collect and process limited information relating to the Partner strictly for the purposes of administering the Referral Partner Program, performing internal analytics, ensuring compliance, preventing fraud, and improving operational efficiency.

Such processing shall be conducted in accordance with Okoora's Privacy Policy and applicable data protection laws.

For the avoidance of doubt, Okoora shall not sell Partner personal data to third parties.

10. **Fulfillment and New Client(s) information**

The Company is solely responsible for processing and fulfillment of all orders on its website, which shall be governed by the terms and conditions established by the Company in its sole and absolute discretion. All information about such orders and/or the New Client(s) is the sole and exclusive property of the Company.

11. **Term and Termination**

11.1. The Agreement shall commence on the Effective Date and continue for a period of three (3) years unless earlier terminated in accordance with the terms hereof.

11.2. Without derogating from any of the provisions of this Agreement, the Company reserves the right to terminate this Agreement at any time, for any reason, by providing the Partner with thirty (30) days' prior notice.

11.3. Notwithstanding the above, the Company may terminate this Agreement immediately, without notice, if you breach the Agreement, if applicable law requires immediate or shorter notice, or if you engage in conduct deemed harmful, fraudulent, or damaging to the Company's reputation or operations.

11.4. **Effect of Termination on Referral Rights**

Upon termination of this Agreement for any reason:

11.4.1. The Partner shall have no entitlement to any Fees in respect of any referral that has not achieved full Activation in accordance with the Referral Attribution and Qualification section prior to the effective date of termination.

11.4.2. Any referral that has expired pursuant to the six (6) month Activation rule shall remain permanently void and shall not revive following termination.

11.4.3. The Partner shall have no entitlement to any Fees in respect of any prospect introduced after the effective date of termination.

11.4.4. For the avoidance of doubt, only those New Clients that achieved full Activation prior to termination shall continue to generate revenue share for

the remainder of their applicable thirty-six (36) month Eligibility Period, and only in accordance with this Agreement.

11.4.5. No termination shall create, extend, revive, or accelerate any entitlement to Fees beyond those expressly provided herein.

11.4.6. The Partner irrevocably waives any claim for goodwill, loss of opportunity, loss of future profits, severance, termination indemnity, or any similar compensation arising from termination of this Agreement.

11.5. Termination of this Agreement for any reason shall automatically, and without further action by the Company, terminate and extinguish all rights given to the Partner to promote and market the Company, the Services and the Partner shall immediately cease all of it marketing activities and the usage of the Marketing Materials and/or Trademarks, and remove all publication published by it refereeing to the Company and/or the Services.

11.6. Upon termination of this Agreement for any reason: (i) the Partner shall cease promoting and marketing the Services; and (ii) Partner shall promptly return the Company promptly all property of the Company in its possession or control, including but not limited to Marketing Materials, Confidential Information, documentation, and any copies and derivations thereof. In addition, the Partner shall erase or destroy all of the foregoing and certify in writing to the Company that they have been erased or destroyed, as applicable.

11.7. Sections 4.4, 8.11, 9, 10, 12, 13, 14, 16, 17, 20, 21 and 22.5 of this Agreement shall survive such termination, and the enforceability of the terms and conditions of this Agreement as they are related to acts and omissions during the period before such termination, shall survive such termination.

11.8. For the avoidance of doubt, upon termination of this Agreement, the Partner shall not be entitled to receive from the Company any sums or other form of compensation because of goodwill, loss of future profits, reimbursed investment, severance, or any concept or like a termination indemnity.

11.9. In addition to its right to terminate this Agreement pursuant to the terms specified in this Section, in the event the Partner shall attempt to manipulate

the Company, the Platform, and/or the KYC/KYB Process and/or abuse this Agreement and/or the compensation plan according to this Agreement, the Company shall have the right to take legal actions against the Partner. Without limitation of the foregoing, the Company reserves the right to withhold, set-off and/or deduct from any payment due to Partner hereunder in the event of such manipulation and/or abuse.

11.10. During the term of this Agreement and following its termination, the Company shall be permitted to use the information provided by Partner during the term, related to New Client(s), including New Client(s) Data, and to provide any services to the New Client(s), and the Partner hereby irrevocably waives any claim, demand and/or right with respect thereto, other than the right to receive the Partner Fee pursuant to the terms of this Agreement.

11.11. The Partner acknowledges and agrees that, in the event to a breach or threatened breach by the Partner, of the provisions of this Section 11, no adequate remedy at law in money damages will be available to the Company that will fairly compensate it and therefore the Company will be entitled to an injunction against any such breach by the Partner.

12. **Intellectual Property**

It is hereby clarified that the Platform, including all derivations and modifications made thereto, is and shall remain the sole Intellectual Property of the Company and/or its related companies, and unless expressly stated otherwise, this Agreement does not grant you any right to or in the Platform or any other property rights of the Company.

13. **Confidentiality**

13.1. During the term of this Agreement, the Partner may have access to, and the Company may provide to the Partner Confidential Information.

13.2. It is hereby clarified that the Confidential Information shall remain the sole and exclusive property of the Company the whole time, and the Company shall retain all rights, title, and interest in and to the Confidential Information.

13.3. You represent and agree to hold Confidential Information in strict confidence and trust for the Company's sole benefit. Both during the term of this Agreement and at all times thereafter and shall not use such Confidential Information for any purpose, whether or not for consideration, business or personal, other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without the prior written consent by us. You shall not disclose any Confidential Information to any person or entity other than to such of its employees or consultants as may be reasonably necessary to perform its duties hereunder and have executed agreements of confidentiality no less protective than this Agreement without the Company's prior

consent. You shall use not less than the same degree of care it uses to protect its own Confidential Information, but in any event, not less than a reasonable degree of care. For clarity, your obligations hereunder include taking all actions necessary to ensure that your Partners, employees, contractors and agents and any other person or party who obtains Confidential Information from or as a result of provider abide by the terms of this Section in their entirety. Notwithstanding the above, Confidential Information may be disclosed if the Partner is required to disclose by law, any court of competent jurisdiction, any government agency or regulatory body lawfully requesting the same provided that (to the extent not prohibited by any applicable law) the Partner promptly notifies and consults with the Company in advance in relation to the timing and content of such disclosure.

13.4. If you are required to disclose Confidential Information due to a lawful court order, subpoena, or similar legal request, you shall promptly notify us in writing and cooperate to allow the Company to seek an appropriate protective order. You will not use, copy, publish, distribute, or summarize any Confidential Information except as necessary to carry out the activities contemplated by this Agreement.

13.5. For the avoidance of doubt, Okoora will not disclose any client activity data, including identifying details or trade secrets.

13.6. The Partner shall also not receive information related to the Services obtained by any New Client(s), including payment transactions, hedging product purchases, or other client-related data.

13.7. The Partner agrees not to request, derive, reverse-engineer, or otherwise attempt to reconstruct the Company's internal pricing methodology, margin structures, or NFR components. All commercial logic, calculations, and financial data used to generate partner payments are the exclusive property of the Company

13.8. All obligations and undertakings of the Partner concerning Confidential Information shall survive the termination of this Agreement.

13.9. No Access to Sensitive Information

For the avoidance of doubt, the Partner shall have no right to access, request, review, audit, inspect, or receive any of the following:

13.9.1. Client-level financial data, transaction records, hedging activity, payment flows, or commercially sensitive information;

13.9.2. Okoora's financial statements, management accounts, internal forecasts, investor materials, capitalization tables, funding documents, or any nonpublic financial information;

13.9.3. Regulatory filings, compliance reports, AML/KYC records, sanctions screening results, or supervisory communications;

13.9.4. Internal pricing methodologies, margin calculations, liquidity arrangements, technology architecture, or proprietary analytics;

13.9.5. Any confidential, sensitive, or proprietary information not expressly required for the calculation of Fees under this Agreement.

The Partner acknowledges that Okoora operates within a regulated financial environment and that client confidentiality, financial secrecy, and regulatory compliance obligations strictly prohibit disclosure of such information.

Nothing in this Agreement shall be construed as creating any right of transparency, audit, financial disclosure, or information access beyond the summarized reporting expressly provided herein.

14. Data Protection and Privacy

14.1. Each Party agrees to comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR), the Privacy and Electronic Communications Directive (as amended), and their national implementations within the EU/EEA, as well as relevant U.S. data protection laws such as the Privacy Act of 1974, the Telecommunications Act of 1996, and the Computer Security Act of 1987. Both parties shall also adhere to all anti-terrorism, financial services, and Know Your Customer (KYC/KYB) requirements under applicable laws throughout the term of this Agreement and after its termination.

14.2. The Company and the Partner acknowledge that they will act as independent controllers in relation to the collection, processing, and sharing of personal data under this Agreement. Each party is responsible for its own compliance with applicable data protection laws and regulations, including but not limited to the GDPR. Accordingly, each party agrees to:

14.2.1. Provide appropriate privacy notices to data subjects to ensure transparency regarding their respective data processing activities.

14.2.2. Independently determine and document the lawful basis for processing personal data within the scope of their activities.

14.2.3. Maintain their own records of processing activities, as required by applicable laws.

14.2.4. Implement and maintain appropriate technical and organizational measures to safeguard personal data they process.

14.2.5. Handle data subject requests, data breach notifications, and other legal obligations independently, unless cooperation is required by applicable law or mutually agreed between the parties.

14.3. The Partner represents and warrants that it will remain fully compliant with all anti-money laundering (AML), anti-terrorism, and KYC/KYB requirements during the term of this Agreement and thereafter. The Partner further agrees to act solely on the Company's instructions regarding the collection, use, disclosure, and processing of personal data related to referred end-users, ensuring full compliance with applicable laws and regulations. Upon request, the Partner shall provide necessary information or documentation to assist the Company in meeting its AML and KYC/KYB obligations.

15. **Waiver**

15.1. You expressly and unconditionally waive any and all claims against the Company, regardless the bases upon which such claim(s) may be made, that may be based on, arise in connection with or be related to any of the following acts, circumstances or conditions:

15.1.1. A suspension, termination or other action was taken with respect to your account by the Company even if such suspension, termination or other action resulted in a loss of profits to you;

15.1.2. Any claim relating to a change in this Agreement by the Company;

15.1.3. Withholdings, deductions or offset in connection with payment of fee due to applicable tax or currency control restrictions.

15.2. No waiver by the Company of any breach by you of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by the Company in exercising any right, power, or privilege under this Agreement operate as a waiver to preclude any other or further exercise thereof or the exercise if any other such right, power, or privilege.

15.3. You agree that any dispute you raise shall be as an individual only, not as a class or with or behalf of anyone else. You expressly waive any right to bring a class or collective action or be a member in a class or collective proceeding. We may take all necessary actions to dismiss a class or collective actions or claims thereunder.

15.4. For this Section, any reference to "the Company" shall include the Company's Partners, officers, employees, principals, agents and contractors.

16. **Limitation of Liability**

16.1. In no event shall the Company, its shareholders, directors, officers, employees or suppliers be liable to the Partner for any loss of profit, loss or corruption of data, loss of business or any special, incidental or consequential damages, loss, cost, charges or expenses arising out of or in connection with the Services or with this Agreement, and including without limitation as a result of any failure or malfunction of the the Platform and/or any system, software, hardware communication technology or otherwise. To the extent that in a particular circumstance any disclaimer or limitation on damages, losses or liability set forth herein is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, the Company and its shareholders, directors, officers, employees or suppliers shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law in such particular circumstance.

16.2. Without derogating from the forgoing, the Company liability and the liability of the Company's shareholders, directors, officers, employees and suppliers to the Partner or any third party in any circumstances and for all claims shall be limited to the

aggregate amount of Fee paid to the Partner by the Company in the twelve (12) months preceding the event that gave rise to the action or claim.

16.3. **Limitation Period for Claims**

The Partner agrees that any claim, dispute, or cause of action arising out of or relating to this Agreement, including without limitation any claim regarding Fees, NFR calculation, referral attribution, or termination, must be submitted in writing within twelve (12) months from the date on which the event giving rise to the claim occurred. Failure to submit such claim within this period shall constitute a complete and irrevocable waiver of such claim.

The Parties agree that this limitation period is reasonable and enforceable and supersedes any longer statutory limitation period to the maximum extent permitted by applicable law.

17. **<u>Disclaimers of Warranty and Indemnification</u>**

17.1. Except as expressly set forth above and to the fullest extent permitted under the applicable law, the Company disclaims warranties of any kind, express or implied, including but not limited to the implied warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the Services, the Platform, or the Platform being accessible or free of errors, viruses or security threats.

17.2. The Partner shall indemnify, defend and hold harmless the Company and the Company's shareholders, directors, officers, employees and suppliers from and against any and all liability, demands, claims, damages, costs, expenses and losses, including without limitation legal or other professional reasonable fees and costs, arising in connection with or as a result of any breach of this Agreement conducted by the Partner (including breach of any representation, warranty, obligation or covenant under this Agreement), Partner fraud, inappropriate behavior, misconduct or negligence, or Partner's inability to comply with any applicable law.

17.3. **Regulatory Indemnity**

Without limiting the general indemnification obligations set forth above, the Partner shall fully indemnify, defend, and hold harmless Okoora and its shareholders, directors, officers, employees, and affiliates from and against any and all regulatory fines, administrative penalties, sanctions, enforcement actions, investigation costs, settlement amounts, legal fees, or other liabilities imposed by any governmental, regulatory, supervisory, or financial authority arising directly or indirectly from:

17.3.1. Any misrepresentation, misleading statement, unauthorized representation, or unlawful marketing activity conducted by the Partner;

17.3.2. Any violation by the Partner of applicable financial services laws, AML/KYC/KYB requirements, sanctions regimes, anti-bribery laws, data protection laws, or advertising regulations;

17.3.3. Any unauthorized offering of investment advice, portfolio management services, or regulated financial services by the Partner;

17.3.4. Any act or omission by the Partner that exposes Okoora to regulatory scrutiny, investigation, or sanction.

This indemnity shall apply regardless of whether such regulatory action is brought directly against Okoora or indirectly as a result of the Partner's conduct.

The Partner acknowledges that Okoora operates in a regulated financial environment and that compliance breaches may cause substantial regulatory and reputational harm.

18. **Non-Assignment and Non-Transferability of Referral Rights**

The Partner may not assign, transfer, delegate, sublicense, pledge, encumber, sell, or otherwise dispose of any rights, interests, or entitlements under this Agreement, including without limitation any referral rights or entitlement to Fees, without the prior written consent of Okoora.

Any attempted assignment or transfer without such consent shall be null and void and shall result in immediate forfeiture of any entitlement to Fees.

For the avoidance of doubt:

1. Referral rights and revenue share entitlements are personal to the Partner and non-transferable.
2. Any change of control of the Partner, merger, acquisition, or restructuring that results in a transfer of economic interest in this Agreement shall require prior written approval by Okoora.
3. Okoora may freely assign or transfer this Agreement without restriction.

19. **Force Majeure**

Neither Party shall be liable for failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, natural disasters, government actions, labor disputes, epidemics, or widespread technical failures.

For the avoidance of doubt:

1. Force Majeure shall not relieve either Party from obligations to pay amounts that have already accrued prior to the Force Majeure event.
2. Force Majeure shall not excuse obligations relating to confidentiality, intellectual property, data protection, or dispute resolution.
3. If a Force Majeure event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement upon written notice.

20. **Equitable Relief**

The Partner acknowledges that any unauthorized use of Confidential Information or the Company's intellectual property will cause irreparable harm to the Company, for which damages are inadequate. Therefore, the Company is entitled to seek injunctive or equitable relief without posting a bond. The Partner agrees not to contest the adequacy of such remedies and understands that seeking equitable relief does not prevent the Company from pursuing legal remedies.

21. Modifications

21.1. The Company reserves the right, at its sole discretion and without the requirement of Partner consent, to update, amend, or modify this Agreement, including the Referral Partner Program structure, Fee schedule, eligibility criteria, definitions, or any related terms or documents. Updates may be made by publishing a revised version on the Company's website, Partner Portal, or by sending a notification via email or system dashboard

21.2. All such modifications shall become effective as of the date specified in the notice or posting, and shall apply prospectively. The Partner agrees that continued participation in the Partner Program, including referring New Clients or receiving Fees, following such modification constitutes full and binding acceptance of the updated terms.

21.3. If the Partner does not agree with the updated terms, its sole and exclusive remedy is to terminate its participation in the Partner Program by written notice. Continued participation after the effective date of any modification shall be deemed conclusive acceptance thereof.

21.4. For the avoidance of doubt, no oral or written statement by the Partner shall operate to modify or vary the Company's rights under this Section. All previous versions of this Agreement are superseded upon publication of the updated version, unless explicitly stated otherwise by the Company.

21.5. Modifications shall not retroactively alter Fee entitlements already accrued under approved and Activated New Clients.

21.6. Modifications may include changes to Fee structure, eligibility criteria, definitions, referral windows, and commercial terms, and shall apply prospectively unless otherwise expressly stated.

22. **Severability**

In any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and the defective provision shall, if applicable law permits, be modified and interpreted in a manner that it is enforceable. Otherwise, the offending term or provision shall be omitted and not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. **Miscellaneous**

23.1. You shall promptly inform us of any information known to the Partner related to any New Client(s) that may reasonably lead to a claim, demand or liability of or against us by any third party.

23.2. This Agreement comprises the entire agreement between us and you, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement.

23.3. **No Reliance; Entire Commercial Risk**

The Partner acknowledges and agrees that it enters into this Agreement solely based on the express terms set forth herein.

The Partner confirms that it has not relied upon any representation, statement, projection, forecast, estimate, expectation, marketing material, informal communication, or assurance of any kind, whether oral or written, that is not expressly set forth in this Agreement. For the avoidance of doubt:

23.3.1. Okoora makes no representation regarding the likelihood of closing any referral, expected revenues, client behavior, transaction volumes, or anticipated Net Fee Revenue.

23.3.2. The Partner assumes full commercial risk with respect to any referral and acknowledges that compensation is strictly conditional upon full compliance with this Agreement.

23.3.3. No informal communication, negotiation, or discussion shall modify or supplement the terms of this Agreement unless executed in a written addendum signed by authorized signatories of Okoora.

23.4. In the event of any conflict or inconsistency between this Agreement and the applicable Partner Program Application and Agreement Form submitted by the Partner and approved by the Company, the provisions of such Form shall prevail with respect to the commercial terms applicable to that Partner.

23.5. No failure by either party to exercise its rights under this Agreement shall be deemed a waiver of any such rights. No term or provision hereof shall be deemed waived, or any breach excused, unless such waiver or consent shall be in writing and signed by the party claimed by the other to have waived or consented. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

23.6. The validity, construction, and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the state of Israel, with the exception of its conflict of laws. The competent courts of Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction to settle all disputes arising in connection with this Agreement and no other courts shall have any jurisdiction whatsoever in respect of such disputes.

23.7. Any Company approval and/or instruction provided separately shall not derogate from your undertaking hereunder to comply with any applicable law while conducting marketing activities or any other activities in accordance with this Agreement.

23.8. Notices

23.8.1. Any notice or other communication given or made under this Agreement shall be in writing and delivered to the other party by email or via the Partner dashboard in our Partners Portal.

23.8.2. Any notice sent shall be deemed duly given upon receipt of a “read receipt,” acknowledgment from the recipient, or confirmation of access to the notice in the Partners Portal, such as system-generated confirmation or activity logs indicating that the notice was viewed.