# WL Agreement

SquareFi · Last updated 2026-10-01

(together with its Schedules, Annexes and any Commercial Offer, the "Agreement")

Effective Date: the date on which the Client executes a Commercial Offer that incorporates this MSA (the "Effective Date").

This White Label Master Services Agreement (this "MSA") is entered into between BUYEASY TECHNOLOGY CO., LTD (the "Service Provider") and the client identified in the applicable Commercial Offer (the "Client"). This MSA sets out the general terms governing the Services; the specific Services, enabled modules, commercial terms and other client-specific particulars are set out in one or more Commercial Offers. Each Commercial Offer, together with this MSA and its Schedules and Annexes, forms a separate agreement (the "Agreement").

## 1. Parties

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| Service Provider | BUYEASY TECHNOLOGY CO., LTD, a corporation incorporated under the Canada Business Corporations Act, corporation number 1500317-2, with its registered office at 320 Matheson Blvd W, Suite 211, Mississauga, Ontario L5R 0H2, Canada, duly represented by its Director, Omololu Oluyemi. |
| Registrations | Registered with FINTRAC as a money services business (registration No. M23877619) and registered with the Bank of Canada as a payment service provider under the RPAA (PSP entity ID RPS0014827). |
| Client | The legal entity identified as the "Client" in the applicable Commercial Offer, contracting for and on behalf of itself and its Affiliates, duly represented by its authorized signatory. |

Individually a "Party" and collectively the "Parties".

Commercial Offers. The Client may place orders under this MSA, on its own behalf and on behalf of its Affiliates, by executing Commercial Offers as described in Clause 3. Each executing Affiliate is bound by this MSA as if it were the Client, and the Client and that Affiliate are jointly and severally liable to the Service Provider under the relevant Agreement.

## 2. Definitions and Interpretation

2.1. Definitions. In this Agreement, unless the context requires otherwise:

• "Admin Panel" means the administrative web console provided as part of the White Label Solution, enabling the Client to configure and manage its program within the Platform's permitted scope.

• "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

• "Agreement" means this MSA together with one or more Commercial Offers agreed by the Parties, including all Schedules and Annexes relating thereto.

• "Agreement Term" has the meaning set out in Clause 6.1.

• "Applicable Law" means all laws, statutes, regulations, directives, and regulatory guidance applicable to a Party or the Services, including AML/CTF and data protection laws.

• "Platform" means the Service Provider's backend technology, systems, and network of partner financial institutions enabling the Services.

• "Business Day" means any day other than a Saturday, Sunday, or a statutory holiday in the Province of Ontario, Canada.

• "Confidential Information" has the meaning set forth in Clause 14.

• "End User" means any individual or entity onboarded via the White Label Solution under the Client's program.

• "Fees" means all fees, charges, costs and minimums payable by the Client as set out in the applicable Commercial Offer.

• "Force Majeure Event" has the meaning in Clause 18.

• "Infrastructure Partner" means SquareFi Inc., the company that develops and licenses to the Service Provider the software used for the Platform.

• "Commercial Offer" means a document issued by the Service Provider and executed by both Parties that specifies the Services subscribed by the Client, the enabled modules (by reference to Annex A), the applicable Third-Party Partners, supported geographies and currencies, the Fees, the Initial Subscription Term and any other agreed particulars, and which incorporates this MSA.

• "Personal Data" means any information relating to an identified or identifiable natural person processed in connection with this Agreement.

• "Prohibited Business" means the activities listed in Schedule 2 (Use Restrictions).

• "Services" means the services described in Clause 3 and the applicable Commercial Offer, comprising the White Label Solution and the underlying financial modules enabled for the Client's program as set out in Annex A and the Commercial Offer.

• "Third-Party Partner" means any third-party banking, financial, payment, processing or technology partner of the Service Provider through which an enabled module or any part of the Services is delivered.

• "White Label Solution" means the branded client-facing and administrative software provided by the Service Provider, comprising: (i) Client Web Portal for End Users (desktop and mobile-responsive web interface); and (ii) Admin Panel for Client administrators; together with associated configuration, branding, hosting, and support.

2.2. Interpretation. Headings are for convenience only and do not affect interpretation. The words include and includingshall be deemed to be followed by without limitation. References to statutes include amendments and replacements thereof. In case of conflict, the Order of Precedence in Clause 2.3 applies.

2.3. Order of Precedence. (i) the applicable Commercial Offer; (ii) the main body of this MSA; (iii) Annex A (Enabled Modules); (iv) Schedule 1 (Service Levels); (v) Schedule 2 (Use Restrictions); (vi) any other incorporated documentation. Any Client purchase order terms are expressly excluded and shall have no effect.

## 3. Subject Matter; Ordering; Scope of Services

3.1. The Service Provider shall provide the Client with the White Label Solution to enable the Client to offer financial and payment-related services to End Users under the Client's brand. The White Label Solution operates on top of the Service Provider's backend Platform infrastructure and is provided as a complete, fully managed software service.

3.2. The Services include, without limitation:

(a) White Label Software Components:

• Client Web Portal: Branded web interface enabling End Users to access applicable Services, view balances and transaction activity, initiate supported transactions, manage their profile, and perform all authorized operations. The Client Web Portal is fully responsive and accessible via desktop and mobile web browsers;

• Admin Panel: Administrative console enabling Client's authorized administrators to configure and manage product settings, operational parameters, user and role management, onboarding workflow monitoring, account configuration, transaction monitoring views, reporting and exports, environment configuration, and other administrative functions (where supported);

(b) Underlying Financial Modules. The White Label Solution may be configured to expose one or more underlying financial modules — which may include an account module, a card module, payment-rail connectivity, and/or fiat and stablecoin on/off-ramp and FX — individually or in any combination. The specific modules enabled for the Client's program, together with the relevant Third-Party Partners and supported geographies and currencies, are set out in Annex A (Enabled Modules). This Agreement governs the provision of the White Label Solution and is product-agnostic; the modules selected in Annex A determine which underlying financial services apply to the Client's program. Each enabled module is delivered through the Service Provider's regulated Third-Party Partners and is subject to their requirements.

For the avoidance of doubt, the White Label Solution also includes, across all enabled modules, onboarding and continuous monitoring of End Users (KYC/KYB), AML/CTF, sanctions and fraud screening, transaction processing, reconciliation and reporting, in each case as further described in Annex A.

(c) Implementation and Support:

• Onboarding and integration support for up to sixty (60) days from the Effective Date;

• Branding customization within standard White Label capabilities (logo, color palette, typography, domain/subdomain configuration, email templates);

• Technical support during implementation and production operation;

• Hosting, maintenance, security, and ongoing updates.

3.3. The Client acknowledges that certain Services are delivered through third-party banking and financial partners and that availability may vary depending on geography, currency, regulatory requirements, or partner constraints. In the event that any banking partner materially restricts or terminates its services in respect of the Client's program, the Service Provider shall use commercially reasonable efforts to identify alternative partners where technically

and regulatorily feasible. The Service Provider does not guarantee continuity of service, replacement of any specific banking partner, corridor, product, or functionality.

3.4. White Label Solution — Mandatory Component. The White Label Solution is the mandatory software layer required for production go-live and ongoing operations of the Services. The Client shall not develop, deploy, or operate its own client-facing interface or administrative systems for the Services, except with the Service Provider's prior written consent. Customization is limited to branding and configuration capabilities supported by the standard White Label Solution as described in this Agreement.

3.5. Commercial Offers. This MSA does not by itself oblige the Client to order any Services. Each subscription to the Services requires a written Commercial Offer executed by both Parties. Each Commercial Offer incorporates this MSA by reference and, together with this MSA and its Schedules and Annexes, forms a separate and independent Agreement. Each Commercial Offer specifies, as applicable, the enabled modules (by reference to Annex A), the Third-Party Partners, supported geographies and currencies, the Fees (by reference to Schedule 1), the Initial Subscription Term, and any other agreed particulars.

3.6. Affiliates. The Client enters into this MSA on its own behalf and on behalf of its Affiliates. Each Affiliate may place an order under this MSA by executing an Commercial Offer, whereupon this MSA applies to that Affiliate mutatis mutandis as if it were the Client, and the Client and the executing Affiliate are jointly and severally liable to the Service Provider under the relevant Agreement.

3.7. Conditions to go-live. Each Commercial Offer, and the commencement of the Services under it, is subject to completion of the Service Provider's and the relevant Third-Party Partners' onboarding, due-diligence and compliance requirements in respect of the Client, and to any approvals required from those Third-Party Partners.

3.8. Infrastructure Partner. The Service Provider issues and signs each Commercial Offer and administers onboarding, KYC/KYB and the regulated financial services. SquareFi Inc. develops and licenses the software used for the Platform. It is not a party to this Agreement or to any Commercial Offer. The Service Provider remains the Client's counterparty under the Agreement and the party responsible for the regulated financial services. The Service Provider may engage Third-Party Partners and other third parties to provide the Services and is not required to disclose them, save as required by Applicable Law.

## 4. Access, Integration and Change Control

4.1. Provision of Access. The Service Provider shall provide the Client with: (a) White Label Access: Secure and authenticated access credentials to the Client Web Portal and Admin Panel for both sandbox (testing) and production (live) environments; (b) Branding Configuration: Implementation of Client's brand identity within the White Label Solution (logo, colors, typography, domain) to the extent supported by standard White Label capabilities; (c) Admin Panel Access: Provisioning of administrative credentials to Client's nominated administrators, subject to completion of onboarding requirements and applicable security procedures (including multi-factor authentication where required); (d) Documentation: Access to user guides, admin manuals, and operational documentation for the White Label Solution.

Such access shall remain valid strictly for the term of this Agreement and may not be assigned, sublicensed, or transferred without the Service Provider's prior written consent.

4.2. Access Grant. The Service Provider grants the Client a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the White Label Solution during the Term solely to operate the Client's authorized program under the Client's brand. All usage must remain within the scope defined in this Agreement.

4.3. Responsibilities. (a) Service Provider Responsibilities: The Service Provider shall be responsible for the development, maintenance, hosting, security, functionality, performance, and ongoing updates of the White Label Solution and underlying Platform infrastructure. The Service Provider shall implement and deploy bug fixes, security patches, and feature enhancements as necessary. (b) Client Responsibilities: The Client shall:

- Provide accurate and timely brand assets (logo, brand guidelines, domain information) in formats requested by the Service Provider;
- Nominate authorized administrator users and maintain proper access hygiene and security of credentials;
- Complete all onboarding and compliance requirements necessary for production access;
- Perform user acceptance testing (UAT) in a timely manner during the implementation period;
- Provide first-line support to its End Users (the Service Provider shall provide second-line technical support for White Label Solution issues);
- Ensure it has all required End User terms of service, privacy notices, and disclosures for its branded offering;
- Comply fully with all Service Provider operational procedures, usage guidelines, and program requirements;
- Monitor Admin Panel for alerts, notifications, and compliance matters requiring Client action.

4.4. Restrictions. The Client shall not, directly or indirectly, nor shall it permit any third party to: (a) Copy, reverse engineer, decompile, disassemble, or modify any component of the White Label Solution or Platform; (b) Use the White Label Solution to operate, support, or serve unauthorized third-party services; (c) Interfere with the integrity, security, or availability of the White Label Solution or Platform; (d) Bypass, disable, or compromise any security mechanism; (e) Remove, alter, or obscure any proprietary notices or Service Provider branding from the White Label Solution; (f) Use the White Label Solution for unlawful or unauthorized purposes or in violation of any regulation, applicable law, or this Agreement.

4.5. Change Control. Any requested modification to the White Label Solution, services, features, or deliverables beyond standard configuration—including requests for bespoke development, custom UI flows, new features or modules, additional integrations, or bespoke reporting—must follow a formal change control process. All changes shall be documented through a written Change Order or Statement of Work (SOW), mutually agreed upon and signed by both Parties. The document shall specify revised pricing, milestones, deliverables, service levels, and legal conditions. Until such documentation is executed, the Service Provider shall bear no obligation to act upon or implement the requested changes. For avoidance of doubt, the Service Provider is under no obligation to accept any Change Request and may decline any such request at its sole discretion.

4.6. Updates and Modifications. The Service Provider reserves the right to make updates, improvements, or deprecations to any part of the White Label Solution or Platform. Notwithstanding anything to the contrary, the Service Provider may modify the interface — including the appearance, layout, design, content, and features of the Client Web Portal, the Admin Panel, and any other element of the White Label Solution — at any time and at its sole discretion, without prior notice to or consent of the Client. In the case of material changes that may disrupt the Client's operations, End User experience, or Admin Panel functionality, the Service Provider shall use commercially reasonable efforts to provide no less than ten (10) business days' advance written notice to allow the Client to communicate changes to End Users or adjust operational procedures.

4.7. Monitoring and Security. The Service Provider may actively monitor Client's usage of the White Label Solution and Platform to ensure security, performance integrity, operational compliance, and contractual compliance. The Client shall maintain strict security of all access credentials and shall be liable for any unauthorized access resulting from negligence. The Client must promptly notify the Service Provider of any known or suspected security breaches.

4.8. Suspension of Access. (a) Immediate Suspension Without Notice. The Service Provider may suspend Client access with immediate effect, without prior notice, in the following circumstances: (i) Confirmed or credibly suspected fraud, money laundering, terrorist financing, or sanctions violations; (ii) Confirmed security breach or imminent threat to Platform integrity; (iii) Receipt of a court order, regulatory directive, or instruction from a partner financial institution requiring suspension; (iv) Failure to pay undisputed Fees for more than thirty (30) days after written notice; (v) Material breach of Use Restrictions (Schedule 2) involving financial crime, regulatory, or reputational risk. (b) Suspension With Notice and Cure Period. For other material breaches not specified in (a) above, including non-compliance with operational procedures, failure to provide requested compliance information, or other contractual violations, the Service Provider shall: (i) Provide written notice specifying the breach with reasonable detail; (ii) Allow the Client ten (10) Business Days to cure the breach or provide a remediation plan; (iii) Suspend access only if the breach remains uncured after the cure period expires. (c) Communication. All suspensions under (a) shall be communicated to the Client within twenty-four (24) hours of suspension with explanation of grounds, except where prohibited by law or regulatory directive. The Service Provider shall work reasonably with the Client toward resolution where legally and operationally permissible. (d) Reinstatement. Access shall be reinstated promptly upon resolution of the triggering issue to the Service Provider's reasonable satisfaction. Suspension does not waive other

remedies. (e) Proportionality. Where reasonably feasible, any suspension shall be proportionate and limited to the affected accounts, products, services, jurisdictions, or payment corridors.

4.9. Intellectual Property. All rights, title, and interest in and to the White Label Solution and Platform—including source code, UI/UX designs, interface elements, data models, documentation, and all intellectual property therein—are and shall remain the exclusive property of the Service Provider or its licensors. No rights are transferred to the Client beyond the limited license expressly granted herein. All goodwill derived from the Client's use of the White Label Solution shall accrue solely to the benefit of the Service Provider.

## 5. Commercial Terms; Fees and Payment

5.1. Fees. The Client shall pay all Fees as set out in the applicable Commercial Offer. The Commercial Offer constitutes the source of all commercial terms and governs White Label Solution setup and monthly subscription fees, platform access and infrastructure fees, account and compliance fees (including KYC/KYB and AML monitoring), transactional fees per payment rail, foreign exchange margins, and blockchain-related charges and on/off-ramp conversion fees. The Service Provider issues all invoices in accordance with Clause 5.2. Implementation support is limited to standard White Label configuration and integration assistance (up to sixty (60) days) and does not include bespoke development, custom feature development, or unlimited consulting hours.

5.2. Invoicing and Payment. The Services are supplied on a post-payment basis. The Service Provider issues all invoices. Unless expressly provided otherwise in the applicable Commercial Offer: (a) the Service Provider shall issue an invoice for White Label Solution setup fees and other one-time fees within five (5) Business Days after the Client executes the applicable Commercial Offer; and (b) recurring subscription and platform fees and usage-based or variable fees (transactional, FX and on/off-ramp) are invoiced monthly in arrears for amounts accrued during the preceding calendar month. Each invoice is payable within thirty (30) days of the invoice date. Production access is not conditional on payment of setup fees in advance.

All payments must be made in immediately available funds to the bank account designated by the Service Provider, without deduction or withholding except where required by Applicable Law. Time of payment is of the essence.

5.3. Late Payment. Any undisputed amount not paid when due (including any unpaid monthly subscription or platform fees) shall accrue interest at one and one-half percent (1.5%) per month (or the highest rate permitted by Applicable Law), calculated from the due date until full payment is received. In addition, the Service Provider may, upon no less than fifteen (15) calendar days' prior written notice, suspend all or part of the Services if the Client fails to pay undisputed amounts when due. Interest and suspension rights are cumulative and without limitation to any other remedies available under this Agreement.

## 6. Term, Renewal and Termination

6.1. Term. This MSA becomes effective on the Effective Date and continues until the expiry or termination of the last Commercial Offer in force, unless terminated earlier in accordance with this Clause 6 (the "MSA Term"). Each Commercial Offer commences on its effective date and remains in force for the initial term specified in it (the "Initial Subscription Term"). Unless the Commercial Offer provides otherwise, upon expiry of the Initial Subscription Term each Commercial Offer renews automatically for successive twelve (12) month periods (each an "Additional Subscription Term") unless either Party gives at least sixty (60) days' prior written notice of non-renewal. The Initial Subscription Term together with any Additional Subscription Term constitute the "Agreement Term". Termination of one Commercial Offer does not automatically terminate this MSA or any other Commercial Offer.

6.2. Termination for Cause. Either Party may terminate this MSA and/or the relevant Commercial Offer with immediate effect by written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach in reasonable detail (provided that for breaches under Clause 4.8(a), no cure period is required); (b) becomes insolvent, bankrupt, or is placed into administration; or (c) violates Applicable Law in connection with the Services.

6.3. Effects of Termination. Upon termination or expiry: (a) the Client's access to the White Label Solution and Platform shall be revoked; (b) all amounts due become immediately payable; (c) Personal Data shall be anonymized or deleted pursuant to Clause 12; and (d) provisions which by their nature are intended to survive shall survive.

## 7. Intellectual Property; License

7.1. Ownership. The Parties expressly acknowledge and agree that all rights, title, and interest in and to the White Label Solution and Platform, including without limitation all software, source code, object code, UI/UX designs, interfaces, documentation, designs, specifications, algorithms, trade secrets, processes, know-how, and any enhancements, modifications, updates, upgrades, improvements, or derivative works thereof (collectively, the "Proprietary Materials") are and shall remain at all times the sole and exclusive property of the Service Provider and/or its licensors. Except as expressly provided herein, no ownership, title, or proprietary rights are conveyed, transferred, or otherwise granted to the Client under this Agreement, whether by implication, estoppel, or otherwise.

7.2. License Grant. Subject strictly to the Client's full and timely payment of all Fees and its continuing compliance with the terms and conditions of this Agreement, the Service Provider hereby grants to the Client a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the White Label Solution during the Term solely for the purpose of operating the Client's authorized program under the Client's brand. The Client acknowledges and agrees that this license is granted solely for the duration of this Agreement and shall automatically terminate upon expiry or termination of this Agreement for any reason.

7.3. Restrictions. The Client shall not, and shall not permit any Affiliate, employee, agent, contractor, End User, or third party to: (a) copy, reproduce, distribute, frame, mirror, or publicly display any portion of the White Label Solution or Platform; (b) modify, translate, adapt, alter, or create derivative works based on the White Label Solution or Platform; (c) decompile, disassemble, reverse engineer, or otherwise attempt to derive or gain access to the source code, underlying structure, or algorithms of the White Label Solution or Platform, except to the limited extent expressly permitted under Applicable Law notwithstanding this prohibition; (d) remove, alter, obscure, or deface any proprietary notices, labels, or trademarks displayed on or contained within the White Label Solution or Platform; (e) bypass, disable, or otherwise interfere with any security, access control, or usage limitation mechanisms implemented within the White Label Solution or Platform; or (f) use the White Label Solution or Platform in any manner not expressly authorized by this Agreement.

7.4. Reservation of Rights. All rights not expressly granted to the Client under this Agreement are reserved by the Service Provider and its licensors. Without limitation of the foregoing, the Service Provider retains the unrestricted right to develop, use, license, and provide to third parties any products, services, or materials that are competitive

with or similar to the White Label Solution, Platform, or the Client's offerings, provided that such activities do not infringe the Client's Confidential Information or any intellectual property rights of the Client.

7.5. Feedback. In the event that the Client or any of its representatives provides suggestions, comments, enhancements, or other feedback relating to the White Label Solution or Platform ("Feedback"), the Client acknowledges and agrees that such Feedback shall be deemed non-confidential and shall become the sole and exclusive property of the Service Provider, which shall be entitled to freely use, disclose, reproduce, license, distribute, and otherwise exploit such Feedback without restriction or obligation of any kind.

## 8. Use Restrictions; Prohibited Businesses

8.1. Prohibited Use. The Client shall not, and shall ensure that its Affiliates, End Users, contractors, or other third parties under its control shall not, use the Services for, or onboard End Users engaged in, any activities, businesses, or transactions expressly prohibited under Schedule 2 (Use Restrictions) (collectively, "Prohibited Businesses"). Such Prohibited Businesses include, without limitation, operations in or with sanctioned jurisdictions or parties; unlawful or illicit content or activities; gambling without the requisite licenses; weapons, firearms, or munitions; adult or sexual services; unlicensed or unregulated money services businesses (MSBs); cryptocurrency mixing, tumbling, or anonymization services; pyramid schemes; or any other activity reasonably deemed by the Service Provider to present undue regulatory, reputational, financial crime, or fraud risk.

8.2. Client Controls. The Client shall implement, maintain, and enforce adequate policies, procedures, and controls, including but not limited to robust End User screening and ongoing monitoring, to ensure continuous adherence to the prohibitions set forth in Schedule 2. The Client shall immediately notify the Service Provider in writing upon becoming aware of any actual, threatened, or suspected breach of such restrictions, and shall cooperate fully with the Service Provider in any related investigation, mitigation, or remediation.

8.3. Enforcement Rights. Without prejudice to any other rights or remedies available under this Agreement or Applicable Law, the Service Provider may:

(a) Immediately suspend access to the Services for the Client or any implicated End User, in whole or in part, where it has reasonable grounds to believe that the Client or an End User is engaged in Prohibited Business activities

that present material financial crime, regulatory, or reputational risk, provided that written notice with explanation is given to the Client within twenty-four (24) hours of such suspension;

(b) Decline or refuse to process any individual transaction or onboarding that it reasonably determines may contravene Schedule 2 or Applicable Law, with prompt explanation provided to the Client;

(c) Terminate this Agreement pursuant to Clause 6.2 in the event of material or repeated breaches of this Clause 8, subject to the notice and cure provisions contained therein (except where Clause 4.8(a) applies).

8.4. No Liability. The Client acknowledges and agrees that the Service Provider shall have no liability to the Client or to any End User in respect of any suspension, refusal, or termination carried out in good faith under this Clause 8.

## 9. Service Levels; Business Continuity

9.1. The Service Provider shall use commercially reasonable efforts to achieve a monthly uptime of at least 99.5% for the White Label Solution and Platform, excluding Scheduled Maintenance and Force Majeure Events.

9.2. Support. Response targets are as set forth in Schedule 1: (i) Critical: acknowledgment within 1 hour, workaround or remediation commenced within 4 hours; (ii) High: acknowledgment within 4 hours, remediation commenced within 1 Business Day; (iii) Normal: acknowledgment within 1 Business Day, remediation in due course.

9.3. Service Credits. If uptime falls below the threshold in a given calendar month, the Client may request a service credit as specified in Schedule 1. Service credits constitute the sole and exclusive remedy for SLA breaches.

9.4. The Service Provider maintains disaster recovery and business continuity procedures proportionate to the nature and scale of the Services.

## 10. Regulatory Compliance; Audit

10.1. The Parties shall comply with Applicable Law, including AML/CTF, sanctions, anti-bribery/anti-corruption, and financial services regulations.

10.2. The Service Provider may request, and the Client shall provide, reasonable information evidencing the Client's compliance with onboarding rules, use restrictions, and program controls.

10.3. The Client authorizes the Service Provider to share information with its banking and compliance partners as reasonably required for risk management and regulatory oversight.

## 11. Security; Incident Management

11.1. The Service Provider shall implement and maintain appropriate technical and organizational measures to protect the confidentiality, integrity, and availability of the White Label Solution, Platform, systems, and data, including encryption in transit and at rest, access controls, logging, and vulnerability management.

11.2. Security Incidents. The Service Provider shall notify the Client without undue delay (and within seventy-two (72) hours where required by law) upon becoming aware of a Personal Data breach affecting the Client's program, and shall cooperate in remediation and legally required notifications.

## 12. Data Protection; Privacy

12.1. The Parties shall comply with data protection laws, including GDPR, where applicable. Each Party's roles and responsibilities and the applicable processing details shall be determined in accordance with such laws and the nature of the processing carried out under this Agreement.

12.2. As between the Parties, the Service Provider shall act as data controller for onboarding and transaction-related Personal Data processed via the Platform for regulatory and operational purposes. The Client's access to such Personal Data via the Admin Panel is limited to operational use during the Term.

12.3. Upon termination, the Service Provider shall not transfer Personal Data of End Users to the Client and shall delete or anonymize such Personal Data in accordance with Applicable Law.

## 13. Representations and Warranties

13.1. Each Party represents that it has the full power and authority to enter into and perform this Agreement.

13.2. The Service Provider warrants that the White Label Solution and Platform will materially conform to the documentation provided. Except as expressly stated, the White Label Solution, Platform, and Services are provided "as is" without warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.

## 14. Confidentiality; Publicity

14.1. Confidential Information. For the purposes of this Agreement, "Confidential Information" means any information, whether disclosed in written, oral, electronic, visual, or other form, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the negotiation, execution, or performance of this Agreement, including without limitation:

(a) the terms of this Agreement, including all commercial, financial, and pricing terms; (b) technical information, architecture, source code, object code, UI/UX designs, documentation, specifications, processes, algorithms, and know-how; (c) information relating to banking partners, payment partners, service providers, regulatory structures, and program configurations; (d) program data, business logic, transaction volumes, metrics, margins, fee structures, and commercial analytics; (e) information relating to customers, End Users, counterparties, and business relationships; and (f) any other information which, by its nature or the circumstances of disclosure, ought reasonably to be regarded as confidential.

14.2. Non-Disclosure and Use Restrictions. The Receiving Party shall: (a) keep all Confidential Information strictly confidential; (b) use the Confidential Information solely for the purposes of performing this Agreement; (c) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under this Agreement; and (d) protect the Confidential Information using a degree of care no less than that applied to its own confidential information of a similar nature, and in any event no less than a reasonable standard of care.

14.3. Permitted Disclosures. The Receiving Party may disclose Confidential Information solely to: (a) its employees, directors, officers, advisers, contractors, and Affiliates who have a strict need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein; and (b) the extent required by Applicable Law, court order, or mandatory regulatory requirement,

provided that, where legally permissible, the Receiving Party gives prior written notice to the Disclosing Party of such disclosure.

14.4. Exclusions. The confidentiality obligations under this Agreement shall not apply to information which the Receiving Party can demonstrate by written evidence: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to the Receiving Party prior to disclosure; (c) was independently developed without reference to or use of the Confidential Information; or (d) was lawfully obtained from a third party without restriction or breach of confidentiality.

14.5. Survival. The obligations under this Clause 14 shall survive for five (5) years following termination or expiry of this Agreement, and, with respect to Confidential Information constituting trade secrets, shall survive indefinitely, to the maximum extent permitted by Applicable Law.

14.6. Injunctive Relief. Each Party acknowledges that any breach of this Clause 14 may cause irreparable harm for which monetary damages may be an insufficient remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive or equitable relief, without the necessity of proving actual damages, in addition to any other rights or remedies available at law or in equity.

14.7. Publicity. Neither Party shall issue press releases, public announcements, or otherwise use the name, trademarks, or branding of the other Party without its prior written consent, except for neutral customer listings that do not disclose confidential or commercial details.

## 15. Indemnities

15.1. IP Indemnity by Service Provider. The Service Provider shall defend and indemnify the Client against third-party claims alleging that the Client's authorized use of the White Label Solution or Platform infringes intellectual property rights, and shall pay damages and costs finally awarded, provided that the Client (a) promptly notifies the Service Provider; (b) grants sole control of the defense; and (c) cooperates as reasonably requested.

15.2. Program Indemnity by Client. The Client shall defend and indemnify the Service Provider and its partners from claims arising from (a) the Client's content, branding, or End User communications; (b) breach of Applicable Law or Schedule 2; or (c) the Client's misuse of the Services.

15.3. Mitigation. In the event of an IP claim, the Service Provider may (i) procure the right for continued use; (ii) replace or modify the White Label Solution or Platform to be non-infringing; or (iii) terminate the impacted Services and provide a pro-rata refund of prepaid Fees for the unused period.

## 16. Limitation of Liability

16.1. Neither Party shall be liable for any indirect, incidental, special, punitive, or consequential losses (including loss of profits, revenue, or business), whether in contract, tort, or otherwise.

16.2. A Party's aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees paid or payable by the Client in the twelve (12) months immediately preceding the event giving rise to liability.

16.3. The above limitations shall not apply to (i) a Party's fraud or willful misconduct; (ii) amounts payable under Clause 15 (Indemnities); or (iii) breach of Clause 14 (Confidentiality).

## 17. Assignment; Subcontracting

17.1. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, upon notice.

17.2. The Service Provider may subcontract elements of the Services to qualified providers (including banking, compliance, and hosting partners) and shall remain responsible for their performance.

## 18. Force Majeure

18.1. Neither Party shall be liable for delay or failure to perform due to a Force Majeure Event, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, failures of utilities or telecommunications, or governmental acts.

18.2. The affected Party shall notify the other without undue delay and use commercially reasonable efforts to mitigate the effects. If a Force Majeure Event continues for more than thirty (30) days, either Party may terminate this Agreement upon written notice.

## 19. Notices

19.1. All notices shall be in writing and delivered by hand, courier, or email to the addresses stated in the Signature Block (or as updated by notice). Notices by email are deemed received on the next Business Day after transmission, absent bounce-back.

## 20. Miscellaneous

20.1. Entire Agreement. This Agreement, together with its Schedules, constitutes the entire agreement between the Parties and supersedes all prior discussions and understandings on the subject matter.

20.2. Amendments. No amendment is effective unless in writing and signed by duly authorized representatives of both Parties.

20.3. Severability. If any provision is held invalid, the remainder shall continue in full force and effect.

20.4. Waiver. Failure to exercise any right shall not operate as a waiver thereof.

20.5. Counterparts; E-Signatures. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

## 21. Governing Law and Jurisdiction

21.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflicts of law principles. Matters relating to the corporate capacity, authority, or internal affairs of the Service Provider shall be governed by the Canada Business Corporations Act and the federal laws of Canada applicable therein.

21.2. The courts of the Province of Ontario sitting in Toronto shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, and each Party irrevocably attorns to the jurisdiction of such courts and waives any objection to venue therein. Alternatively, the Parties may agree in a Schedule to refer disputes to confidential binding arbitration seated in Toronto, Ontario, administered under the Arbitration Rules of the ADR Institute of Canada, before a single arbitrator, in English; in either case, either Party may seek interim or injunctive relief from any court of competent jurisdiction.

## 22. Acceptance and Incorporation by Reference

This White Label Master Services Agreement is a master template made available by the Service Provider and is incorporated by reference into each Commercial Offer. This MSA is not signed separately. By executing a Commercial Offer that references this MSA, the Client (on its own behalf and, where applicable, on behalf of the executing Affiliate) agrees to and is bound by this MSA in the version identified in that Commercial Offer, and execution of the Commercial Offer constitutes execution of the resulting Agreement. The Parties agree that execution by electronic signature is valid, binding and enforceable.

# Schedule 1: Service Levels and Support

## 1. Uptime Objective

99.5% monthly availability for the White Label Solution and Platform, excluding Scheduled Maintenance (with at least 48 hours' advance notice) and Force Majeure Events.

## 2. Incident Priority and Targets

| Priority | Description | Response Time | Mitigation Time |
|---|---|---|---|
| Critical (P1) | White Label Solution or Platform production outage, or material data integrity issue | 1 hour | 4 hours |
| High (P2) | Severe degradation or payment rail outage | 4 hours | 1 Business Day |
| Normal (P3) | Non-critical defect or feature request | 1 Business Day | Due course |

## 3. Service Credits

| Monthly Availability | Service Credit |
|---|---|
| Below 99.5% | 5% of monthly White Label subscription + platform access fee |
| Below 99.0% | 10% |

Claims must be submitted within 30 days of month-end. Credits do not apply to outages caused by Client actions, End User actions, or third-party failures outside Service Provider's reasonable control.

# Schedule 2: Use Restrictions (Prohibited Businesses)

The Use Restrictions (Prohibited Businesses, Jurisdictions and Activities) are published by the Service Provider in the Prohibited Jurisdictions and Activities Policy, as updated from time to time. The Client shall not use the Services in connection with any such prohibited person, jurisdiction or activity.

## Annex A: Enabled Modules

This Annex A sets out the menu of underlying financial modules available under the White Label Solution. The modules enabled for the Client's program, together with the relevant Third-Party Partners and supported geographies and currencies, are selected and completed in the applicable Commercial Offer by reference to this Annex A. One or more modules may be enabled, individually or in any combination. Each module is delivered through the Service Provider's regulated Third-Party Partners and is subject to their requirements, supported geographies and currencies.

| Module | Scope | Status |
|---|---|---|
| A.1 Account Module | Virtual and named accounts in supported currencies; connectivity to domestic and cross-border payment rails (e.g., ACH, WIRE, SEPA, SWIFT, FPS, CHAPS, BACS, PIX, SPEI, IMPS). Third-Party Partner(s): [Ї]. Supported geographies/currencies: [Ї]. | [ ] Enabled<br>[ ] Not enabled |
| A.2 Card Module | Virtual and/or physical cards under the Client’s brand, funded from fiat and/or stablecoin, incl. tokenization and mobile-wallet provisioning (e.g., Apple Pay, Google Pay) where supported. Third-Party Partner(s) / issuer: [Ї]. Supported geographies/currencies: [Ї]. | [ ] Enabled<br>[ ] Not enabled |
| A.3 On/Off-Ramp and FX Module | Fiat and stablecoin on/off-ramp and currency conversion. Third-Party Partner(s): [Ї]. Supported geographies/currencies: [Ї]. | [ ] Enabled<br>[ ] Not enabled |
| A.4 Shared Services | KYC/KYB onboarding and monitoring; AML/CTF, sanctions and fraud screening; transaction processing, reconciliation and reporting | All enabled modules |

## Schedule 3: Commercial Offer

The Commercial Offer applicable to the Client is attached as an Appendix to, and forms part of, this Agreement. It is issued and signed by the Service Provider and executed by the Parties, incorporates this MSA by reference, and sets out the Services, Fees and other client-specific particulars. In case of conflict, the order of precedence set out in this MSA applies.