

## THE CURRENCY CLOUD INC. (“TCCI”) TERMS OF USE

These TCCI Terms of Use, including the Schedules, govern your use of the TCCI Service provided by TCCI and constitute the legal relationship between you and us. TCCI is a FinCEN registered Money Service Business (“MSB”) and an authorised money transmitter regulated by the federal and state governments of the United States of America, authorized to provide money transmission services. TCCI is also a FINTRAC registered MSB in Canada, authorized to provide payment services. TCCI is a wholly owned subsidiary of The Currency Cloud Group Limited (“Currency Cloud”).

Please note that various terms in these TCCI Terms of Use have a defined meaning, which is set out in the Schedule entitled “Definitions – TCCI Terms of Use” and is incorporated into these TCCI Terms of Use.

You are also advised to print or download and keep a copy of the TCCI Terms of Use (including the Definitions - Terms of Use and other terms and conditions referred to herein) for future reference.

**PLEASE REVIEW THESE TCCI TERMS OF USE CAREFULLY. THEY INCLUDE IMPORTANT TERMS, INCLUDING PROVISIONS REQUIRING ARBITRATION IN THE EVENT OF DISPUTES AND THE WAIVING OF YOUR RIGHT TO A JURY TRIAL (EACH AS SET OUT MORE FULLY IN SECTION 11 BELOW). BY USING ANY OF THE SERVICES DESCRIBED IN THESE TERMS OF USE, YOU ARE AGREEING TO BE BOUND BY THESE TCCI TERMS OF USE. PLEASE DO NOT USE THE TCCI SERVICE IF YOU DO NOT ACCEPT THESE TCCI TERMS OF USE. THESE TCCI TERMS OF USE ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US AND IT IS IMPORTANT THAT YOU TAKE THE TIME TO UNDERSTAND THESE TERMS.**

### 1. OVERVIEW.

**1.1** Currency Cloud provides cross border payment and currency conversion services. To use the full array of Currency Cloud’s services, you must first establish a Global Account with Currency Cloud.

**1.2** TCCI provides a payment facilitation service that enables our clients to settle U.S. Dollar funds held in the United States directly to the clients’ respective Global Accounts in U.S. Dollars. These TCCI Terms of Use set forth the terms and conditions governing your use of the TCCI Service. The TCCI Service is only available from locations in which Currency Cloud is licensed as a money transmitter or its statutory equivalent or is otherwise able to engage in providing the TCCI Service to you.

**1.3** The Currency Cloud Ltd. (“TCCL”), an Authorized Electronic Money Institution regulated by the Financial Conduct Authority, is authorized to issue electronic money and to provide payment services. Currency Cloud clients are able to store, send, or receive funds, consistent with applicable laws, subject to the TCCL Terms of Use governing the services provided by TCCL, which can be found <https://www.currencycloud.com/legal/terms/terms-of-use-uk-cc-ltd>. The TCCI Terms of Use do not apply to the Services provided by TCCL.

**1.4** In the event of any conflict or inconsistency between these TCCI Terms of Use and the TCCL Terms of Use or the Commercial Agreement (in case you are entering into a Commercial Agreement directly with us), these TCCI Terms of Use shall prevail in relation to the TCCI Service, except in relation to any fees or charges payable under the Commercial Agreement. The fees for the TCCI Service are set forth in your Commercial Agreement with us. Alternatively, if you have signed a commercial agreement with an Introducer, your fees for the TCCI Service are set forth therein.

**1.5** If you have been introduced to the Currency Cloud services by an Introducer, then the Introducer may provide the first level of customer service and perform other functions necessary and appropriate to support the provision of the Services, pursuant to a separate agreement between the Introducer and Currency Cloud. You are not a third-party beneficiary of that separate agreement between the Introducer and Currency Cloud.

### 2. OWNERSHIP AND USE OF THE TCCI SERVICE

**2.1 Ownership.** Currency Cloud owns all rights, title and interest in the TCCI Service and our proprietary technology, including our software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), network designs, know-how, and trade

secrets, and including any modifications, improvements, and derivative work thereof (the "Currency Cloud Technology"). These TCCI Terms of Use do not transfer from us to you any license or ownership rights in the TCCI Service or the Currency Cloud Technology. You may only use the TCCI Service in a manner consistent with these TCCI Terms of Use, and you shall not interfere with, disrupt, or cause damage to users of the TCCI Service or any of our equipment.

**2.2 Operating Procedures and Acceptable Use Policy.** Your use of the TCCI Service is subject to and governed by these TCCI Terms of Use, our operating procedures, and our acceptable use policy. We have the right, at any time, to amend our operating procedures and acceptable use policy, effective immediately, where appropriate in our determination, subject to such changes not materially adversely affecting the services we provide to you.

**2.3 Security.** It is your responsibility to ensure that the TCCI Service and your Global Account are accessed only by you or your Authorized Persons and that you, including your Authorized Persons, employees and agents, keep your login details, passwords, user credentials, or other security features associated with your access safe and secure. If you have any knowledge or any suspicion that any of these security features have been stolen, misappropriated, improperly disclosed to a third party or used without authorization or otherwise compromised you must contact Client Support immediately. We agree that we shall use industry standard practices to ensure that the TCCI Service and the Global Account are kept secure and will inform you promptly of any attempted hack or unauthorised access to the Global Account.

**2.4 Suspension of Access.** We are entitled to suspend your Global Account and/or your or your Authorized Persons' access to the TCCI Service and/or otherwise restrict functionality if you are in breach of these terms. In all such cases we will, to the extent permitted under applicable laws, provide you with reasonable notice in advance of taking these steps. However, we may suspend your Global Account and/or your or Authorized Persons' access to the TCCI Service and/or otherwise restrict functionality without notice if you are using your Global Account or the TCCI Service in a manner that could cause us legal liability or disrupt other users' ability to access and use the TCCI Service or if any of the events set out in Section 10.3 occur. Any suspension or restriction shall continue for such a period as we shall reasonably determine to be necessary.

**2.5 Authorized Persons.** We are authorized and entitled to rely upon, and act in accordance with, any instruction which may from time to time be, or purport

to be, given by Authorized Persons. If you have been introduced to us by an Introducer, then your Introducer shall be an Authorized Person and shall act as your agent for the purposes of your using the TCCI Service unless you have informed us in writing that you have agreed otherwise with the Introducer. In the event an Introducer does not act as an Authorized Person or ceases to act as an Authorized Person, you are required to inform us of this immediately.

**2.6 Equipment.** You must provide and/or obtain any equipment or telecommunications lines and links that may be necessary for you to use the TCCI Service and you acknowledge that certain software and equipment used by you may not be capable of supporting certain features of the TCCI Service. For the avoidance of doubt, we are not responsible for providing you with any equipment or telecommunications lines and links that may be necessary for you to use the TCCI Service.

**2.7 Principal Only.** You hereby (i) confirm, represent and warrant to us at all times that you are acting either on your own account or, where applicable, for the benefit of your Customer, and not on behalf of any other person, and (ii) acknowledge that we shall not be a principal to any transaction or be responsible for or otherwise guarantee the performance of any transaction entered into by you with an Customer.

**2.8 Customer Responsibilities.** We shall not treat your Customers as our client for the purposes of providing the TCCI Service. You are solely responsible and liable for all acts and omissions of your Customers, including all sales, marketing, promotional, training, trade execution and account management activities in relation to Customers.

### 3. DATA PROTECTION

**3.1 Personal Data.** By asking us to provide you with the TCCI Service you will be providing us with information which includes information that may include Personal Data. We may collect, store and process your Personal Data in accordance with applicable law. We will implement appropriate technical and organizational security measures to protect any Personal Data provided by you. We will use any Personal Data solely to the extent necessary to allow us to provide you with the TCCI Service, to assess our risks in doing so, and to comply with applicable law and regulations, including in respect of KYC/CDD requirements. You agree that we may send Personal Data to our Affiliates provided that: (a) we implement an adequate mechanism for such data transfers as required by applicable law; and (b) we ensure that the receiving Affiliates are under substantially similar data protection obligations as set out in this Section 3 of these TCCI Terms of Use.

**3.2 Identity.** We may conduct searches through an identity-referencing agency and through other sources of information and use scoring methods both to allow us to provide you with the TCCI Service and to assess our risks in doing so, including credit standing and compliance with all KYC/CDD requirements. A record of this process will be kept and may be used to allow our Affiliates to similarly provide you with services and to assess our risks in doing so. Information may also be passed to other organisations or persons to prevent fraud. Additionally, information may be passed to governmental, regulatory or judicial organizations to prevent fraud or financial crime where we consider it appropriate.

**3.3 Privacy Policy.** Details on how we collect, use, process, and share Personal Data, and the steps we take to protect Personal Data are set out in our Privacy and Data Protection Policy (found at <https://www.currencycloud.com/privacy-policy/>) (our "Privacy Policy"). By accepting these Terms of Use, you also agree to the terms of our Privacy Policy. You should print and keep a copy of the Privacy Policy together with these Terms of Use.

**3.4 Cookies Policy.** Details on how we use cookies to store and retrieve information on and from your browser/device are set out in our Cookies Policy (found at <https://www.currencycloud.com/legal/cookie-policy> ).

**3.5 Data Lawfully Obtained.** You confirm to us that all Personal Data which you or any of your officers, employees, agents or sub-contractors supply to us at any time has been lawfully obtained and will be lawfully supplied to us in accordance with applicable privacy laws, and that all relevant consents have been obtained from your customers or an alternative legal ground for processing Personal Data has been relied on which enables us to process the Personal Data as envisaged by these TCCI Terms of Use.

**3.5 Responsibility for Data.** You are solely responsible for (i) the content, quality, accuracy and completeness of Customer data, including Personal Data and KYC/CDD information, and (ii) any other data transmitted by You or on your behalf via or in connection with the use of the TCCI Service.

## 4. ELIGIBILITY AND REGISTRATION.

**4.1 Our Acceptance of You as a Client.** Our obligations under these TCCI Terms of Use are conditional upon our acceptance of you as a client which is at our sole discretion. We reserve the right to decline to provide the TCCI Service without specifying a reason. You acknowledge that all regulatory

requirements need to be met before any services are provided by us. Before we agree to provide the TCCI Service to you and at all times during the term of our Commercial Agreement with you, or of our Commercial Agreement with the Introducer, if applicable, you agree to co-operate with us and provide any information and documents and do all such acts we require (i) by law, regulation or according to our internal policies, (ii) to comply with requests of local and foreign regulatory, governmental and law enforcement authorities, (iii) to check your identity, your activities, and your objectives, and (iv) to explain the reasons for the (intended) use of the TCCI Service, the origin of funds used for a service or transaction, and the economic nature of (the use of) a service or transaction. You hereby agree to promptly notify us in writing of any change in client information and will provide us with any further information which is required from time to time for the purposes of our general policies or the provision of the TCCI Service. For the avoidance of doubt, the TCCI Service shall not commence until we have completed our compliance checks and you and/or your Introducer have agreed to be bound by the terms of a Commercial Agreement with us and these TCCI Terms of Use.

**4.2 Multiple Registrations.** Multiple registrations are prohibited. You may register only once, and each user must maintain a separate registration. If we detect multiple active registrations for a single user, we reserve the right to merge or terminate the registrations and terminate your continued use of the TCCI Service without notification to you.

**4.3 Your Representations and Warranties.** You represent and warrant that:

(a) You have full authority to enter into and comply with these TCCI Terms of Use;

(b) You are engaging in business in the United States and, unless we have been appointed as your agent to act on your behalf with respect to the receipt of USD in the United States pursuant to an agreement, you hold a USD bank account in your name and over which you exercise legal authority and control that will be the source of funds for funds transfers to your Global Account through the TCCI Service;

(c) You intend to and will use the TCCI Service solely for business purposes and understand that any consumer (personal, family or household) use, whether on your own behalf or on behalf of others, without prior express written permission from TCCI is prohibited;

(d) You are not violating any laws, regulations or terms of any contracts (including any applicable terms of use or terms of service related to your business activity in the United States) by registering with us, entering into a Commercial Agreement, or by otherwise using the TCCI Service;

(e) You are not an agent acting for an undisclosed principal or third party beneficiary. In the event that you are acting for a third party, you agree to provide us with certified copies of identification evidence of such authorizations that you have received from the third party and obtain our express approval before acting on that third party's behalf;

(f) You consent to having your, and to the extent relevant, your authorized signatory's, details including confidential personal information and financial information, collected by Us or by the Introducer and provided and used by us for the purpose of the provision of the TCCI Service to you.

(g) All information provided by you as part of your registration and use of the TCCI Service is accurate and complete, and you undertake to promptly notify Us and/or the Introducer, if applicable, of any changes to such information; and

(h) You will inform us, and/or the Introducer if applicable, if your contact details change. We will use those contact details to contact you wherever required under this Agreement or in connection with the TCCI Service. You may update your contact details at any time by contacting customer support, which may be provided by the Introducer.

**4.4 Our Representations and Warranties.** We hereby represent and warrant to you that (i) we will comply with these TCCI Terms of Use and all applicable laws, rules and regulations regarding your use of the TCCI Service; (ii) the TCCI Service when used in accordance with these TCCI Terms of Use shall not infringe the intellectual property rights of any third party; (iii) we have full power and authority to enter into and comply with these TCCI Terms of Use; (iv) we are compliant with all applicable laws in all jurisdictions in which we operate; (v) the TCCI Service shall be provided by us using reasonable skill and care in accordance with good industry practice; and (vi) we shall comply with your and your Authorized Persons' prior written instructions (including e-mail and instructions via our website) in relation to the TCCI Service and activity in your Global Account.

**4.5 Disclaimer of Warranties.** IN PROVIDING THE TCCI SERVICE TO YOU, NEITHER WE NOR ANY OF OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKE ANY WARRANTIES OR REPRESENTATIONS TO YOU WITH RESPECT TO THE TCCI SERVICE EXCEPT AS EXPRESSLY SET OUT IN SECTION 4.4 ABOVE. WE HEREBY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED AND STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. WE DISCLAIM ANY WARRANTY THAT THE TCCI

SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

## **5. REGULATORY COMPLIANCE; UNLAWFUL USE**

**5.1 Identity Verification Process.** To assist in the fight against money laundering and the funding of terrorism, TCCI obtains, verifies and records information that identifies each client to whom services are provided. What this means for you when you use the TCCI Service is that TCCI will require you to provide information such as name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, and email address, and/or the name, address, U.S. Employer Identification Number (EIN) and incorporation number (to the extent such information may be available), and other information that will allow us to identify you (the "KYC Information"). KYC Information may also include, without limitation, your documents of incorporation and bylaws, as well as and where relevant, the U.S. passport, U.S. based driver's license, or other U.S. government issued photo identification document of your principals, key executives, beneficial owners and other authorized users of the Service. TCCI or others acting on behalf of TCCI, may also contact you with additional questions and periodically ask you to re-confirm these details. You are responsible for all KYC Information and/or customer due diligence requirements relating to your Customers.

**5.2 Compliance with Office of Foreign Assets Control ("OFAC"), Other Sanctions, and Related Laws and Regulations.** The Office of Foreign Asset Control of the United States Department of the Treasury ("OFAC") administers sanctions programs with which TCCI must comply. This means that we may institute a hold on your account or your funds, including such funds received by us from a Payer on your behalf, if applicable, if we determine that you, a Payer, or any transaction we process on your behalf is or may be subject to such sanctions programs (as well as non-US sanctions programs). You represent and warrant that, to the extent we act as your agent to accept funds on your behalf from Payers, such transactions will not be in violation of any applicable laws including but not limited to U.S. laws such as the sanctions programs administered by OFAC.

**5.3 Unlawful and Other Impermissible Use.** You agree not to use the TCCI Service for any unlawful activity, and we reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, we reserve the right to institute a hold on your account or your funds, to report suspected unlawful

activity to any appropriate regulatory or similar authority or person and to provide such authority or person any relevant information, including personal data.

More specifically, you are not allowed to use the TCCI Service in connection with:

(a) the payment by a Payer of any obligation that was not originally owed to you for goods or services you provided to the Payer, as well as the payment by a Payer of any obligation originally owed to you that is in default, as reasonably determined by you in accordance with applicable U.S. laws;

(b) the creation, facilitation, sale or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where you lack such a license;

(c) the creation, facilitation, sale or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in your jurisdiction;

(d) the creation, facilitation, sale or distribution of any material that promotes violence or hatred;

(e) the creation, facilitation, sale or distribution of adult content including, but not limited to, online dating or marriage services, pornographic services and goods, and adult entertainment related activities;

(f) the creation, facilitation, sale or distribution of goods or services that violate the intellectual property rights of a third party;

(g) the sale, distribution or exchange of crypto currencies;

(h) any Ponzi-scheme or pyramid selling;

(i) any gambling or regulated financial services you or your customer may provide; or

(j) the facilitation, sale or distribution of firearms or other weapons, military or semi-military goods, military software or technologies, chemicals, prescription medications, seeds or plants, dietary supplements, alcoholic beverages, tobacco goods, jewels, precious metals or stones.

## 6. ELECTRONIC FORMAT

**6.1** The TCCI Service is an electronic commerce relationship. By subscribing to the TCCI Service, you acknowledge and expressly agree that transmission of the Service Communications (as defined below), the TCCI Terms of Use, and any document delivered to you in connection with the TCCI Service shall be executed using electronic signatures, as applicable, and delivered in electronic format. Such electronic documents shall suffice to bind the parties thereunder in the same manner as if an original document or signature had been delivered.

**6.2** Unless otherwise required by applicable law, the following categories of information will be provided only by electronic means and not in paper format or through other non-electronic means: (i) these TCCI

Terms of Use and the Privacy Policy and any amendments, modifications or supplements to them; (ii) your records of settlements to your Global Account effectuated through the TCCI Service; (iii) any initial, periodic or other disclosures or notices provided in connection with the TCCI Service, including without limitation those that may be required by U.S. federal or state law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the TCCI Service; and (v) any other communication related to us, the Introducer, or the TCCI Service.

**6.3** You may withdraw your consent to receive communications and documentation electronically by contacting us or the Introducer if applicable. If you choose to withdraw your consent, your use of the TCCI Service shall be terminated.

## 7. CLIENT HELP CENTER AND SUPPORT.

**7.1 Information and Support.** You may obtain information regarding the TCCI Service and TCCI's support services by accessing the Client Help Center at <https://help.currencycloud.com/>. You may contact us for support via e-mail at [ussupport@currencycloud.com](mailto:ussupport@currencycloud.com) or via telephone at 1 646-593-8724. If applicable, the Client Help Center may be available to you online through a website provided by the Introducer. Reported incidents will be assigned to a Client Support representative, who shall coordinate support efforts with you through resolution of the reported problem. We will use all reasonable endeavors to resolve any incidents or problems relating to the TCCI Service as soon as is reasonably possible.

**7.2 Telephone Conversations.** Any telephone conversations we have with you or Authorized Persons may be monitored and recorded by us and we may also maintain records of emails sent by or to you and your Authorized Persons. You agree that we may use these telephone recordings and any transcripts or email records for training and quality control purposes or to resolve any disputes, and also in the prevention and detection of crime. However, we may not make or maintain such recordings or records for you or be able to make them available to you.

**7.3 Service Levels.** We shall use all reasonable endeavors to ensure that the TCCI Service is available 99.5% of the time during each calendar month ("Availability"). Availability excludes unavailability due to scheduled maintenance or a force majeure event. In any case, we will promptly inform you if the TCCI Service becomes unavailable.

**7.4 Limits on Support Services.** We will have no obligation under these TCCI Terms of Use to provide

support services in respect of any fault or error caused by (a) the improper use of the TCCI Service, or (b) use of the TCCI Service otherwise than in accordance with these TCCI Terms of Use.

**7.5 Scheduled Maintenance.** We suspend access to the TCCI Service each evening at 5 p.m. (Eastern Time) for fifteen (15) minutes to carry out scheduled maintenance. In addition, we may suspend access to the TCCI Service outside of business hours for no more than fifteen minutes to upgrade the infrastructure. We will, to the extent practicable, provide you with advance notice of any other scheduled maintenance, including details of the expected TCCI Service downtime. TCCI Service downtime during scheduled maintenance carried out by us in accordance with this section shall not be counted as downtime for the purposes of Availability.

## 8. CONFIDENTIALITY

Each party agrees (i) that it will neither use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to enable it to perform its obligations under, these TCCI Terms of Use, nor disclose to any third party (except as required by law or to that party's advisors as reasonably necessary), any of the other party's Confidential Information, and (ii) will take reasonable precautions to protect the confidentiality of such information, which precautions shall be at least as stringent as those it takes to protect its own Confidential Information. In addition, each party may reveal the other party's Confidential Information to its agents, representatives and employees who have a "need to know" such information in connection with these TCCI Terms of Use, who are informed of the confidential nature of such Confidential Information, and who shall agree to act in accordance with the terms and conditions of this section. Each party agrees that the obligations under this section will survive any expiration or termination of these TCCI Terms of Use.

## 9. LIABILITY

**9.1 Your Liability for Transactions.** Once funds have been swept out of TCCI's U.S. bank account or accounts for settlement to your Global Account, the transaction cannot be reversed. Except as expressly set out in these TCCI Terms of Use, you are responsible for any loss you may suffer as a result of (i) a settlement to your Global Account being carried out in accordance with your instructions and these TCCI Terms of Use or (ii) a problematic transaction where you do not comply with the error notification process set out in Section 9.2 below.

**9.2 Notice of Error or Problem.** If you think there has been an error or problem with a transfer you requested, you must contact us, or the Introducer if applicable, as soon as possible and in any event no later than 180 days following the date we promised you that the funds would be made available to you in your Global Account (the "180 Day Period"). Your notice to us must disclose the following information: (1) Your name and address; (2) The error or problem with the transfer to your Global Account, and why you believe it is an error or problem; (3) The USD amount of the transfer to your Global Account; and (4) The confirmation code or number of the transaction (the "Relevant Notice"). If you fail to provide the Relevant Notice within the 180 Day Period, neither we, nor the Introducer if applicable, shall have any liability to you in respect of any error or problem.

**9.3 Investigation of Errors.** We generally will investigate and determine whether an error occurred within 90 days after receipt of the Relevant Notice (save where Regulation E regarding cross-border remittance transfers (12 CFR Part 1005, Subpart B) is applicable and stipulates a shorter time period). If we determine that there was no error, we will send you a written explanation, either directly or through the Introducer if applicable. You may ask for copies of any documents we used in our investigation by contacting us, or the Introducer if applicable who will relay your request to us and provide any such supporting documents.

**9.4 Limitations of Liability.** Neither we nor any of our agents, affiliates, holding companies, subsidiaries, employees, officers, directors, service providers, or subcontractors (including Introducer) will be liable:

(a) For losses or damages alleged to result from our delay in settling funds to your Global Account;

(b) If, through no fault of ours, sufficient funds have not been timely received by us to settle funds to your Global Account;

(c) If your system or device was not working properly during your use of the TCCI Service and you knew about the breakdown when you initiated a payment of funds with us;

(d) For errors made by you, such as providing incorrect information to a Payer or providing incorrect instructions to your bank in connection with delivering funds to TCCI for settlement to your Global Account;

(e) For errors by your bank, such as the provision of incorrect bank account information for your bank account or a failure by the bank to properly direct funds to TCCI as instructed;

(f) For losses or damage arising from your misuse of the TCCI Service or your inability to use the TCCI Service, whether due to reasons within our control or not;

(g) For losses or damage to you from our inability to complete a settlement of funds to your Global

Account because we are prohibited by law or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or

(h) Due to circumstances beyond our control (such as failure or interruption of telecommunications or data transmission systems) that prevent or affect the settlement of funds to your Global Account, despite reasonable precautions that we have taken.

**9.5 Disclaimer of Consequential Damages.** IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER BASED ON NEGLIGENCE, WILLFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY ECONOMIC OR PECUNIARY LOSS.

**9.6 Disclaimer of Liability for Third Party Goods and Services.** WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR USE OF THE TCCI SERVICE.

**9.7 Aggregate Liability.** Except for liabilities arising in connection with: (i) a breach of Section 3 (Data Protection), (ii) a breach of Section 8 (Confidential Information); and (iii) Section 9.1 (Your Liability for Transactions), each party's aggregate liability to the other party (either directly or as a third party defendant in any action or proceeding) with respect to these TCCI Terms of Use shall not exceed the amount of fees paid by you to us under these TCCI Terms of Use within one year preceding the date that the cause of action arises.

## 10. TERM AND TERMINATION

**10.1 Term.** These TCCI Terms of Use shall remain in effect so long as our Commercial Agreement with you, or our Commercial Agreement with your Introducer, if applicable, is in force, or for so long as we are providing any services to you.

**10.2 Termination.** We may immediately terminate your registration and our Commercial Agreement with you at any time without prior notice and cease providing the TCCI Service to you, if:

(a) we determine in our sole discretion that you are not eligible to use the TCCI Service or that you are using it for an impermissible purpose;

(b) you have materially breached the terms of these TCCI Terms of Use, our Commercial Agreement with you, or the terms of our referral or promotional programs and have failed to cure such breach within thirty (30) days after receipt of written notice of the same;

(c) you engage in behavior that we in our sole discretion view as suspicious or otherwise of concern;

(d) duplicate accounts are opened for the same person;

(e) it is impossible to get in touch with you by the telephone number and email address you have provided; or

(f) you become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing; or

(g) Our Commercial Agreement with you, or our Commercial Agreement with your Introducer, if applicable, has been terminated.

**10.3 Additional Grounds for Termination.** We may suspend or refuse to provide the TCCI Service if, in our sole discretion, (a) we believe the continued provision of the TCCI Service will violate applicable laws, regulations, or our policies or procedures, or (b) we reasonably suspect any security risk associated with your registration or the settlement of funds to your Global Account. This includes, for the avoidance of doubt, any modifications we make to internal risk assessments, policies and procedures, either based on our own internal processes or at the request of our financial institution partners, a regulator or otherwise, and as a result of such modifications we conclude in our sole discretion that providing the TCCI Service to you is not consistent with our risk profile. We will do our best to notify you prior to taking any such action. However, if prior notification is not practicable, we will promptly notify you by email after the suspension. We have no obligation to notify you should such a notification be impossible or unlawful

**10.4 Your Grounds for Termination.** You may terminate your registration and where applicable your Commercial Agreement with us if we commit a material breach of these TCCI Terms of Use and fail to cure such breach within thirty (30) days after receipt of written notice of the same, or (ii) if we become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

**10.5 Effect of Termination.** Termination, whether by you or by us, shall not affect any funds already settled to your Global Account or held by TCCI pending

settlement to your Global Account through the TCCL Service, except where otherwise required by applicable law or the terms of these TCCI Terms of Use. Upon termination, we will retain records of your TCCI Service history in accordance with regulatory requirements and our retention policies. If applicable, in the event of a termination or any other suspension or limitation of the availability of the TCCI Service to you, you are responsible for immediately notifying any and all Payers with outstanding obligations to you of such termination, suspension, or limitation of availability of the TCCI Service, and for providing alternative instructions for Payers to meet their obligations to You.

**10.6 Survival.** The following provisions will survive any expiration or termination of these TCCI Terms of Use and the Commercial Agreement: Sections 3, 8, 9, and 10, and any other provision that by their nature are intended to survive termination of the Commercial Agreement. Any sums owed by you to us under these TCCI Terms of Use shall become immediately due and payable on the expiration or termination of our Commercial Agreement with you or of our Commercial Agreement with your Introducer, if applicable.

## **11. GOVERNING LAW AND ARBITRATION.**

**11.1** These Terms of Use and any claim or controversy arising out of or relating thereto, including any claim against TCCI or the Introducer in connection with the TCCI Service (collectively, a "Claim") is governed by the laws of the United States and the state of New York, without regard to conflicts or choice of laws principles, whether or not you live in New York.

**11.2** YOU HEREBY CONSENT TO ARBITRATION OF ALL CLAIMS BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR WILL BE SELECTED, AND THE ARBITRATION CONDUCTED, PURSUANT TO THE COMMERCIAL ARBITRATION RULES (EXPEDITED PROCEDURES) OF THE AMERICAN ARBITRATION ASSOCIATION. NO "CLASS" OR SIMILAR GROUP ARBITRATION SHALL BE PERMITTED. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN NEW YORK, NEW YORK, ALTHOUGH YOU MAY ELECT TELEPHONIC PROCEEDINGS OR WAIVE ANY HEARING. The AAA Commercial Arbitration Rules (Expedited Procedures) are available for review at: <https://www.adr.org/aaa/faces/rules> (click Rules, then click Commercial Arbitration Rules).

**11.3** Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

**11.4** You understand that, in return for your agreement to this Section, we are able to offer you the TCCI

Service at the terms designated, and that your assent to this Section is an indispensable consideration to these TCCI Terms of Use.

**11.5** You also acknowledge and understand that, with respect to any Claim:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY SUCH DISPUTE; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.

**11.6** This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. 1-16.

## **12. MISCELLANEOUS**

**12.1 Changes to the TCCI Service.** We reserve the right to modify and make changes to the TCCI Service at any time as we deem necessary to comply with applicable laws and regulations or business needs, provided that such modification shall not in our reasonable opinion degrade the functionality of the TCCI Service. Where possible, we shall notify you of such modification as soon as is reasonably practicable following our determining to make the modification.

**12.2 Right of Set-Off.** You agree that we are authorized at any time to set-off the funds received by us against your debts or liabilities owed to us. We may exercise this right of set-off without notice to you. Our exercise of such right shall not in any way operate to create any obligation for a Payer where such Payer's obligation to you was met as a result of our receipt of funds from the Payer as your limited payments agent, as described in Section 2 of Schedule 1.

**12.3 Amendments.** We reserve the right to amend these TCCI Terms of Use by giving you no less than ten (10) days' prior written notice and sending you revised terms and conditions by post or email or other electronic means. Such amendments will become effective on the date specified in the written notice, **except** where an amendment is required by applicable law to take effect sooner. Unless otherwise mutually agreed by us in writing, an amendment will not affect any legal rights or obligations which may have already arisen prior to the date specified in the notice. Notwithstanding the foregoing, any amendment to these TCCI Terms of Use that materially and adversely impacts you must first be agreed upon in writing signed by us and you, and in the event that the parties are unable to reach agreement and we in any



event implement such amendment to these TCCI Terms of Use, you shall have the right in your sole discretion without any liability to terminate your Commercial Agreement with us forthwith.

**12.4 Severability.** If any provision of these TCCI Terms of Use is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of these TCCI Terms of Use will not be affected.

**12.5 Relationship between the Parties.** No provision of these TCCI Terms of Use creates a partnership between the parties or designates a party the agent of the other party for any purpose. A party has no authority to bind, to contract in the name of or to create a liability for the other party in any way or for any purpose and neither party shall hold itself out as having authority to do the same.

**12.6 Service Providers.** We may use agents and service providers to help us deliver the TCCI Service to you. The TCCI Service is operated by TCCI and at TCCI's direction.

**12.7 Force Majeure.** In the event that either party hereto shall be delayed or hindered or prevented from the performance of any act required by reason of strikes, lock-outs, labour troubles, failure of power, riots, acts of terrorism, insurrection, war, mud-slide, fire, earthquake, tsunami, or where such act or omission is due to our obligations under provisions of Applicable Law, or other similar reasons of a like nature not the fault of the party delayed in performing work or doing acts required under these TCCI Terms of Use, such party shall as soon as reasonably practicable provide notice to the other party of such delay, and performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. We will not have any liability to you where we are unable to perform our obligations because of factors beyond our control. If an event of force majeure affecting a party continues for a period of more than 30 days, the other party may terminate these TCCI Terms of Use and all affected Commercial Agreements.

**12.8 Advertising.** Subject to the following, we may include your name, logo and contact information in directories of our service subscribers and other general promotional materials for the purpose of promoting the use of the TCCI Service generally.

However, we shall immediately cease using your name, logo and contact information if you request us to do so. Neither party shall issue a press release relating to this business relationship without the written consent of the other party. Neither party may use the trademark or trade name of the other party without the written consent of such party.

**12.9 Non-Solicitation.** During the term of these TCCI Terms of Use and the term of the Commercial Agreement and for a period of six (6) months thereafter, neither party shall solicit or hire the services of any employee or contractor or subcontractor of the other party who has performed services in relation to these TCCI Terms of Use or the Commercial Agreement, without the prior written consent of the other party. Nothing herein shall prevent a party from recruiting or engaging any employee or subcontractor who has applied in an unsolicited manner for a role which has been advertised.

**12.10 Assignment.** You may not transfer or assign these TCCI Terms of Use or the Commercial Agreement to any other person or organization without our prior written consent. We may assign our obligations to you under these TCCI Terms of Use or the Commercial Agreement without your consent or any prior notice.

**12.11 Entire Agreement.** These TCCI Terms of Use, the Commercial Agreement, and each document expressly referred to herein, constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.

**12.12 Notices to Us.** Any notice of legal claim or other process pursuant to these TCCI Terms of Use shall be delivered to Currency Cloud by email to [ussupport@currencycloud.com](mailto:ussupport@currencycloud.com) or mail to the address of Currencycloud Inc. at 104 5<sup>th</sup> Avenue, 20<sup>th</sup> Floor, New York, NY 10011.

**12.13 Information.** You may request, at any time during our relationship, a copy of these TCCI Terms of Use and of any of your signed Commercial Agreements with us.

**12.13 English Text Prevails.** In the event these TCCI Terms of Use are translated into a foreign language, in case of any conflict or discrepancy between the English language version and the foreign language version, the English language version shall prevail.

## SCHEDULE 1 – The TCCI Service

### 1. Description of the TCCI Service.

The TCCI Service is a funds transfer and settlement service that enables You to: (1) directly transmit to TCCI, from your USD bank account held in the United States, USD funds for onward transfer by TCCI to be settled in USD to your Global Account; and/or (2) receive payments in the United States in USD through TCCI as your duly appointed limited payments agent (as described in greater detail immediately below) and for such funds to be settled in USD to your Global Account. Any such funds received by TCCI from You or on Your behalf are deemed to be received with the automatic instruction to settle such funds to Your Global Account, in accordance with Section 4, **Settlement**, below. As described further in Section 4, TCCI retains full discretion to refuse the acceptance of any funds for settlement to your Global Account at any time, including, but not limited to, funds received from a Payer on your behalf.

### 2. Payers.

2.1 In the event that TCCI accepts payments on your behalf, you agree and understand that you must provide express instructions to your payers (“**Payers**”) to use their own bank or similar financial institution to send funds to TCCI. You shall provide Payers with information sufficient for them to understand that their payments are being processed by TCCI on Your behalf, and you shall provide Payers with a receipt confirming receipt of payment when such payment is received by TCCI. Accordingly, in connection with such transactions, you authorize us to act as your agent for the limited purposes of receiving, holding and disbursing to your Global Account such funds received from Payers on your behalf. You agree and understand that the receipt of funds by us from a Payer, pursuant to instructions you have provided the Payer, satisfies the Payer’s obligation to you.

2.2. Notwithstanding the limited agency appointment described herein, we reserve the right in our own discretion to reject any settlement received from a Payer (where such transaction is received from the Payer’s bank or similar financial institution). In the event such a rejection occurs, You are responsible for obtaining any funds due to you from the Payer directly.

### 3. Funding.

3.1 For transactions where we are not acting as your limited payments agent to receive funds on your behalf from a Payer, you will need to fund the transaction yourself by transferring to TCCI funds from your U.S. bank account, using an “ACH Push” (an ACH

transaction that you initiate) or domestic wire transfer, or by any other method we specify. No other payment methods are accepted, including cash, mailed check, or electronic check.

- Your payment order will remain inactive until Currency Cloud receives your funds (the “Funding Payment”).

- If for any reason we do not settle your funds to your Global Account (i.e., the funds transfer is cancelled or refused) then we will promptly return the deposit to the account from which it originated. In the event that we are unable to return the deposit, we will promptly contact you using the most current contact information provided to us by you. In the event that you have registered with us through an Introducer, the Introducer may contact you.

3.2 For transactions where we are acting as your limited payments agent to receive funds on your behalf from a Payer, you will need to provide instructions to each Payer on how to transmit his or her funds to us. Information regarding such instructions will be provided to you in connection with onboarding for the TCCI Service, as applicable, and such instructions may be updated by us from time to time. The Payer will need to fund the payment by transferring funds from his or her bank account, using an “ACH Push” (an ACH transaction that the Payer initiates) or domestic wire transfer, or by any other method we specify. **You are responsible for providing instructions to the Payer so that Payer funds will be received by us. You are solely responsible for any errors or omissions with such instructions.** You agree and understand that you will include with such instructions to each Payer an explanation that Payer’s funds owed to you are being received by TCCI on your behalf, and that the receipt of the funds by TCCI shall be deemed the receipt of funds by you.

3.3 We reserve the right in our sole discretion to refuse the funding of any transaction. In such instances, we may return the funds to your U.S. bank account or the Payer’s bank account, as applicable. The funding of a transaction may be delayed, canceled, or otherwise modified in accordance with our obligations with respect to the sanctions regimes as described in Section 5.2. of these TCCI Terms of Use, as well as our obligation to prevent the TCCI Service from being used for fraud, money laundering, and the financing of terrorism. We, or the Introducer if applicable, will attempt to notify of you of any such delay, cancellation or modification (whether in connection with the receipt of funds from your U.S. bank account or from a Payer’s bank account on your behalf), using the contact information provided as part of your registration, stating (where possible) the reasons for

the refusal and whether the problem can be corrected. **You are solely responsible for communicating with the Payer, as appropriate, in the event of any such issue.** We will not notify you of such an instance where to do so would be in violation of applicable law.

#### **4. Settlement.**

4.1 All funds received by TCCI either from you directly or on your behalf shall be swept daily and available the following Business Day (defined immediately below) in your Global Account. You will be informed upon our receipt of funds that such funds have been received, as well as the anticipated timing of the availability of such funds in your Global Account. Such settlements are subject to our discretion and may be delayed, canceled, or otherwise modified in accordance with applicable law, including our obligations with respect to the sanctions regimes as described in Section 5.2 of these TCCI Terms of Use, as well as our obligation to prevent the TCCI Service from being used for fraud, money laundering, and the financing of terrorism. We or the Introducer will attempt to notify you of any such delay, cancellation or modification, using the contact information provided as part of your registration, stating (where possible) the reasons for the refusal and whether the problem can be corrected. We will not notify you of such an instance where to do so would be in violation of applicable law.

4.2 You can access the details of all funds received by TCCI from you or on your behalf in connection with the TCCI Service, including when such funds are deposited into TCCI's U.S. funds settlement bank account (subject to applicable limitations on such settlements, as described immediately above) through your online Currency Cloud account (or, if applicable, the Introducer's user interface).

**5. Exchange Rates.** For the avoidance of doubt, the TCCI Service will not involve the exchange of funds in one currency for another currency. All funds will be settled to your Global Account in U.S. Dollars.

**6. Cancellations.** Prior to the cut-off time for the transfer of funds from TCCI to your Global Account, you may request that we return funds to you to the account from which such funds originated. You may be charged a fee, which will be disclosed to you at the time of your request for such cancellation. Once we have received funds from a Payer on your behalf, in the event that you and you alone decide to return funds or a portion of funds to the Payer, you are solely and independently responsible for doing so. While TCCI reserves the right to return funds to a Payer at TCCI's discretion and in accordance with these Terms of Use, such as in the event that TCCI independently determines that it will not process such a transaction, TCCI will not return funds to a Payer on your behalf.

## Schedule: Definitions – TCCI Terms of Use

"Affiliates" means, in relation to an entity, any person or entity controlling, controlled by or under common control with such entity. An entity is deemed included within the meaning of "Affiliate" even if it qualifies as such after these Terms have been agreed to by a client;

"Authorized Person" means any person authorized by you to give us instructions in relation to the TCCI Service.

"Business Day" means any day, other than a Saturday, Sunday, or federal or New York state holiday on which the offices of our banking partners are open for business.

"Claim" means any claim or controversy arising out of or relating to these TCCI Terms of Use, including any claim against TCCI or Introducer in connection with the TCCI Service.

"Client Help Center" means the information which is available online at <http://help.currencycloud.com>;

"Client Support" means our client support services.

"Currency Cloud" means The Currency Cloud Group Ltd. and its Affiliates.

"Commercial Agreement" means the agreement between you and us setting out the commercial terms for the provision of the TCCI Service. In the event that you have been introduced to us by an Introducer, then the Commercial Agreement shall be the commercial agreement between us and the Introducer.

"Confidential Information" means confidential information of a party concerning such party's business, plans, customers, clients, technology, services and products, and other information held in confidence by such party, including all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Our Confidential Information will include, but not be limited to, the Currency Cloud Technology, and your Confidential Information will include, but not be limited to Customer data including Personal Data. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one

having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of these TCCI Terms of Use by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure and it is not itself unlawful to give such notice.

"Customer" means a customer of yours, including without limitation any customer you engage with in connection with the TCCI Service.

"Global Account" means the electronic money account you open and maintain with TCCL.

"Introducer" means a third party that introduced you to Currency Cloud.

"KYC Information" means Know Your Customer information that will allow us to identify you. KYC Information may include information such as name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, email address, U.S. Employer Identification Number (EIN), and incorporation number.

"Payer" means a third party that sends funds to TCCI on your behalf.

"Personal Data" means non-public personal information of a natural person.

"Services" means all of the cross-border payment and currency conversion services provided by Currency Cloud.

"TCCI", "we", "us", or "our" means The Currency Cloud Inc.

"TCCI Service" means the payment facilitation service provided by TCCI that enables clients to settle U.S. Dollar funds held in the United States directly to their respective Global Accounts in U.S. Dollars, as well as the ancillary implementation services and KYC checks.

"TCCI Terms of Use" means these terms and conditions, including the schedules and any other terms and conditions referred to herein, including the

Privacy Policy, and the Client Help Center, all as amended from time.

“TCCL” means The Currency Cloud Ltd., a wholly-owned subsidiary of Currency Cloud.

“TCCL Terms of Use” means the terms and conditions, including the schedules and any other

terms and conditions referred to therein, that govern the services provided by TCCL.

"You" or "your" means you, the person who is contracting with us for the provision of the TCCI Service.