

Nomad Fintech Inc.  
**Multi-Currency Wallet Agreement**

Effective as of May 11, 2026

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 8. “ARBITRATION” BELOW) REQUIRING ALL CLAIMS (EXCEPT CLAIMS ELIGIBLE FOR SMALL CLAIMS COURT) TO BE RESOLVED BY WAY OF BINDING ARBITRATION.**

Please read this carefully and retain it for future reference. This Multi-currency Wallet Agreement (the "Agreement") may be revised periodically, so it shall include changes from earlier versions. You can determine when this Agreement was last revised by referring to the Effective Date, at the top of the Agreement.

This Agreement governs the digital multi-currency wallet ("Wallet") provided to you by Nomad Fintech Inc. ("Nomad"), a corporation organized under the laws of Delaware and registered with the Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury, as a money services business ("MSB"). As used in this Agreement, the term "Wallet" refers, collectively and individually, to each digital multi-currency wallet maintained in a Supported Non-USD Currency (as defined below). Whether you maintain one or multiple Wallets in different Supported Non-USD Currencies, each shall be governed by the terms and conditions set forth in this Agreement. As used in this document, the words "we", "our", and "us" refer to Nomad, our successors, affiliates, or assignees, and the words "you" and "your" refer to the person who has opened and owns the Wallet.

**THE WALLET IS A SOFTWARE-BASED, STORED VALUE DIGITAL BALANCE AND IS NOT A BANK ACCOUNT (SEE SECTION 1. (A) - “THE WALLET” BELOW). NOMAD IS REGISTERED AS MSB AND IS NOT A BANK. FUNDS HELD IN YOUR WALLET DO NOT EARN INTEREST AND ARE NOT COVERED BY DEPOSIT INSURANCE PROTECTIONS OFFERED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”) OR ANY OTHER GOVERNMENTAL AGENCY (SEE SECTION 1. (E) - “NO FDIC DEPOSIT INSURANCE AND ASSOCIATED RISKS” BELOW). FUNDS IN YOUR WALLET ARE HELD IN A CONSOLIDATED ACCOUNT OWNED AND MAINTAINED BY NOMAD IN NOMAD’S NAME AT FINANCIAL INSTITUTIONS IN THE UNITED STATES OR OTHER FOREIGN JURISDICTIONS. THESE FUNDS ARE NOT SEGREGATED FOR YOUR BENEFIT, AND IN THE EVENT OF NOMAD’S INSOLVENCY, YOU WILL BE TREATED AS A GENERAL UNSECURED CREDITOR OF NOMAD AND YOUR FUNDS WILL NOT BE PROTECTED BY ANY DEPOSIT INSURANCE SCHEMES.**

Access to your Wallet and the services under this Agreement is available only through the phone application (the "Mobile App") of Nomad unless we notify you otherwise. You understand that by opening a Wallet through the Mobile App, you authorize Nomad to accept all instructions provided by you to us.

By agreeing with this Agreement and opening a Wallet with us from the Mobile App, you agree to the most recent version of this Agreement and you are aware that the Agreement will always

be available on the Mobile App and/or Website: <https://www.nomadglobal.com/legal> (Portuguese version) or <https://www.nomadglobal.com/en/legal> (English version). This Agreement may be changed by us from time to time and we may not notify you of such change unless required by law.

Nomad's business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise. Fundings received after the cut-off times provided in this Agreement or on a day Nomad is not open will be processed the following business day that Nomad is open.

### **CELLULAR PHONE CONTACT CONSENT**

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications including but not limited to prerecorded or artificial voice message calls, text messages, push notifications, e-mails and calls made by an automatic telephone dialing system from us and our affiliates at that telephone number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You agree that we may contact you regarding any matter for any non-telemarketing reason using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device.

You agree to receive these calls and messages, including pre-recorded or auto-dialed calls. You also agree that we may send text messages to any phone number for your mobile device you provide to us. If you sign up to receive certain Nomad notifications or information via text or SMS, you may incur additional charges from your wireless provider for these notices. You agree that you are solely responsible for any such charges. For quality control purposes and for other reasons, you permit us to record and monitor your telephone conversations and electronic communications with us (including email). Unless the law requires otherwise, you consent in advance to such recording and monitoring. To revoke the consent provided pursuant to this subsection, you must send ten (10) days' prior written notice of such revocation to [support@nomadglobal.com](mailto:support@nomadglobal.com).

### **ELECTRONIC SIGNATURES CONSENT**

By accepting this Agreement, you understand that: (i) electronically signing and submitting any document(s) to Nomad legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by Nomad is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Nomad electronically stored copy of this Agreement and any other documents.

## **1. DESCRIPTION OF YOUR WALLET**

### **A. THE WALLET**

The Wallet consists of a non-depository, non-interest-bearing, software-based, stored value digital balance accessible exclusively through the Mobile App. The Wallet is not a bank account. It enables you to maintain and convert balances in specific non-USD currencies, as supported by Nomad from time to time, as listed in Exhibit 1 of this Agreement (“Supported Non-USD Currency”). You may use the Wallet to send and receive funds exclusively within the Nomad ecosystem available through the Mobile App or the Account (as defined below) through Mobile App-initiated transfers. The Wallet does not support transfers to and from external bank accounts or third-party digital wallets outside of the Nomad ecosystem, except for funds converted into Brazilian Reais (“BRL”) through Nomad’s remittance services, as provided in Section 2. (C) - “Moving Funds in Your Wallet” below, and for payments made through the use of your Nomad Visa® Debit Card issued by a Financial Institution (“Card”), as provided in Section 3 below.

The Wallet does not provide a checkbook to write paper checks from the Wallet. Your Wallet is a non-interest bearing digital wallet, meaning no interest will be paid to you for the funds that you maintain in your Wallet through use of the services. Your Wallet is not a credit product.

You agree to pay the fees as shown on the applicable Fee Schedule for each Supported Non-USD Currency set forth in Exhibit 2 (“Fees”) below.

The funds associated with your Wallet are held in a consolidated account owned and maintained by Nomad in Nomad’s name at financial institutions in the United States or other foreign jurisdictions (each, a “Nomad Corporate Account”). Your funds in a Nomad Corporate Account may be combined with the funds of other wallet holders. These funds are not segregated for your benefit, and in the event of Nomad’s insolvency, you will be treated as a general unsecured creditor of Nomad.

You will be able to use the Mobile App to view the available balance in your Wallet. At Nomad’s discretion, funds associated with your Wallet that are in transit and have not settled in the destination currency may not be available for your use until such funds fully settle. We reserve the right to impose limits on the maximum amount that you can maintain in, or transact with, your Wallet and reserve the right to change such limits at any time. Please see Exhibit 3 below for maximum balance restrictions and transaction limitations.

This Agreement governs solely your access to and use of the Wallet. Nothing in this Agreement governs, modifies, supplements, or amends the terms under which any deposit account is established or maintained with a Financial Institution, which are governed exclusively by the applicable Deposit Account Agreement between you and the Financial Institution. Nomad does not provide deposit account services and does not exercise control over any deposit account (including the Account) held with a Financial Institution.

## **B. OPENING A WALLET**

You may submit an application to open a Wallet exclusively through our Mobile App.

To open a Wallet, you must provide all information that we may require to verify your identity. If, for any reason, you are unable to provide the information necessary to verify your identity to our satisfaction, the Wallet will not be opened.

By opening a Wallet, you agree that Nomad can gather your personal information from one or more non-U.S. consumer reporting bureaus, governmental entities and/or other third parties for periodic registration updates and checks. By applying for a Wallet, you certify that all information you have provided to us, including, but not limited to, your name, mailing address and residential address (if different), taxpayer identification number (or passport number and country of issuance) or other identification documentation, date of birth, telephone number and other information provided at our request, is true, accurate and complete. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Wallet. In addition, funds tied to suspected illicit or illegal activity may be subject to internal holds and investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. Please see our Privacy Policy for additional details.

## **C. WALLET ELIGIBILITY**

The Wallet is available exclusively to consumers who are at least 18 years of age and legally capable under applicable law. To be eligible for a Wallet, you must: (i) possess a valid Brazilian Individual Taxpayer Identification Number (“CPF”); (ii) maintain a valid Brazilian billing address with Nomad and represent that such address is accurate; (iii) maintain exclusive tax residency in Brazil; (iv) maintain an active U.S. Dollar (“USD”) demand deposit account (“Account”) and Card with one or more financial institutions that issue your Account and associated Card (each, a “Financial Institution”), which is governed by the terms and conditions of the applicable Financial Institution’s Deposit Account Agreement and Cardholder Agreement, available on the Mobile App and/or Website <https://www.nomadglobal.com/legal> (“Deposit Account Agreement”).

You acknowledge that Nomad serves as the Financial Institution’s third-party service provider for the Account and the associated Card program offered by the Financial Institution. The Wallet is a separate, non-bank service that may be accessed through that same Mobile App as the Account. By entering into this Agreement, you acknowledge that your eligibility for the Wallet is contingent upon your continued compliance with the Deposit Account Agreement and the Terms of Use of the Mobile App (“Mobile App Terms of Use”). Any breach of the Deposit Account Agreement, Mobile App Terms of Use or the closure of your Account for any reason, shall constitute a basis for Nomad to immediately suspend, restrict, or close your Wallet and require the conversion of any remaining balance held in your Wallet, with any subsequent transfer of funds to be made pursuant to the applicable Deposit Account Agreement, subject to the terms of this Agreement and applicable law.

The Wallet Services are provided for residents of Brazil. By applying for and using the Wallet, you represent and warrant that you are a tax resident of Brazil and that you do not maintain tax residency, concurrently or otherwise, in any other jurisdiction, including but not limited to

the United States. You agree to notify Nomad immediately if your tax residency status changes.

You must consent to accept electronic communications, rather than paper communications. Your consent to receive electronic communications means: you shall receive electronic delivery of all Wallet communications (such as statements, notices, legal and rate disclosures for your Wallet, updates and changes to this Agreement, or to other service agreements, periodic statements, end-of-year tax forms and other Wallet communications required by applicable law) (collectively, "Communications"), from us to you regarding your Wallet and related services with us may be provided to you electronically, and you consent and agree to receive all those communications in an electronic form, instead of receiving such communications in paper form. You must provide us, and continue to maintain with us, a valid email address to which we will send such electronic account communications to you. Electronic Communications may be posted on the pages within the Website, Mobile App and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day that the communication was made available in electronic form, whether or not you have received or retrieved the Communication. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive electronic Communications from us, your Wallet will be closed, and you accept sole liability for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of your Wallet and related services, to the extent permitted by law.

Nomad may use information from third parties and service providers to determine if it should open your Wallet, consistent with our Privacy Policy.

#### **D. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW WALLET**

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS AND MONEY SERVICES BUSINESSES TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT OR WALLET.

WHAT THIS MEANS FOR YOU: WHEN YOU OPEN A WALLET, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS, SUCH AS YOUR TAXPAYER IDENTIFICATION NUMBER, PASSPORT NUMBER AND COUNTRY OF ISSUANCE, ALIEN IDENTIFICATION CARD NUMBER, OR NUMBER AND COUNTRY OF ISSUANCE OF ANY OTHER GOVERNMENT-ISSUED DOCUMENT EVIDENCING NATIONALITY OR RESIDENCE AND BEARING A PHOTOGRAPH OR SIMILAR SAFEGUARD.

## E. NO FDIC DEPOSIT INSURANCE AND ASSOCIATED RISKS

**THE WALLET IS NOT A BANK ACCOUNT AND FUNDS MAINTAINED IN YOUR WALLET BALANCE ARE NOT DEPOSITS INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”), THE SECURITIES INVESTOR PROTECTION CORPORATION (“SIPC”), OR ANY OTHER FEDERAL, STATE, OR FOREIGN GOVERNMENT AGENCY. YOUR WALLET BALANCE IS NOT A BANK DEPOSIT AND DOES NOT BENEFIT FROM THE PASS-THROUGH INSURANCE PROTECTIONS AVAILABLE TO OTHER ACCOUNTS YOU MAY HOLD WITH THE FINANCIAL INSTITUTION.**

To the extent that you maintain at least one (1) Wallet, denominated in a Supported Non-USD Currency, you understand and agree that funds reflected in your Wallet balance are held directly by Nomad in a Nomad Corporate Account in the United States or other foreign jurisdictions. Nomad will aggregate, in the same Nomad Corporate Account, your funds with funds of other customers'. Your Wallet balance represents an unsecured claim against Nomad and does not represent a segregated account in your name.

There is a risk of loss associated with the funds held in your Wallet, including specific risks related to the use of consolidated accounts and foreign custody. These risks include, but are not limited to:

**a. Legal and Regulatory Risks:** Changes in law or regulation in the United States or other foreign jurisdictions that may affect Nomad’s ability to access or transfer funds.

**b. Liquidation and Financial Risks:** In the event of Nomad’s insolvency, bankruptcy, or any analogous proceedings, you will be treated as a general unsecured creditor. There is no guarantee that Nomad’s assets will be sufficient to satisfy your claims in full.

**c. Third-Party and Haircut Risks:** Funds are held at third-party financial institutions. In the event of the insolvency of such a third party, Nomad may only have an unsecured claim against that third party on your behalf. You are exposed to the risk that the funds recovered by Nomad may be insufficient to satisfy the claims of all wallet holders, potentially resulting in a pro-rata reduction (a "haircut") of your balance.

**d. Operational Risks:** Risks associated with the technology, ledger management, and the settlement gap between the Account and the Wallet.

Nomad hereby disclaims any and all liability or responsibility for any losses resulting from the insolvency of third-party financial institutions where consolidated Nomad Corporate Accounts are maintained, or for any loss of value due to regulatory actions in foreign jurisdictions. By using the Wallet, you voluntarily elect to maintain funds in an uninsured environment and expressly assume all associated risks.

## **F. TITLING AND OWNERSHIP**

The Wallet may only be owned and titled in the name of a single natural person who meets the eligibility requirements set forth in Section 1. (C) - "Wallet Eligibility" above. The Wallet is intended for individual use and cannot be owned, titled, or operated by a business, organization, or any other legal entity.

Additionally, the Wallet cannot be titled as a "Payable on Death", "In Trust For", or any other form of fiduciary or testamentary account. Nomad does not recognize any third-party beneficiary interests in the Wallet. You are solely responsible for all activity occurring under your Wallet, and you may not transfer or assign your ownership interest in the Wallet to any other person or entity.

## **G. DEATH OR INCAPACITATION**

You agree that your appointed party, designee, or appointed individual shall notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We will continue to accept funds and process transaction instructions into and from your Wallet until we: (i) are notified of your death or adjudication of incompetency and (ii) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Wallet on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Wallet. We may require additional documentation to confirm any claims made on the Wallet.

## **H. NOMAD'S RELATIONSHIP WITH YOU**

This Agreement and the Wallet relationship do not create a fiduciary relationship with Nomad. Nomad will act only as an intermediary and service provider and will not be responsible beyond the exercise of good faith and ordinary care.

## **I. PRIVACY POLICY**

Nomad's privacy policy is available at <https://www.nomadglobal.com/legal> and is considered part of this Agreement.

## **2. GENERAL RULES GOVERNING THE WALLET**

### **A. GENERAL PROVISIONS**

The Wallet and your obligations under this Agreement may not be assigned or transferred by you. Nomad may assign its rights or delegate its duties under this Agreement at any time without your consent. Use of the Wallet is subject to all applicable rules and customs of any clearinghouse, payment network (including the Visa® network), or other association involved in transactions. Nomad does not waive its rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency (local, state, federal, or foreign), the validity or enforceability of any other provision of this Agreement shall not be affected.

Your Wallet is not intended for business use, and we may close the Wallet if we determine it is being used for business purposes. Nomad may refuse to process any transaction(s) that it believes may violate the terms of this Agreement or applicable law.

## **B. PROHIBITION OF EXTERNAL TRANSFERS AND LINKING ACCOUNTS**

No ACH or external linking. The Wallet does not support Automated Clearing House (“ACH”) transfers, wire transfers, or the linking of external bank accounts at third-party financial institutions. You are not permitted to link your Wallet with any credit, debit, gift, or other type of card or account issued by a third party, except for the Card as provided in Section 3 below. Unlike your Account, the Wallet cannot be used to initiate or receive transfers to or from depository institutions located in the U.S. or abroad.

You may only move funds into or out of your Wallet through the methods described in Section 2. (C) - “Moving Funds in Your Wallet” below. By initiating any transfer of funds into or out of your Wallet, you represent and warrant that: (i) you are the legal and beneficial owner of both the Account and the Wallet; (ii) you have the right to authorize any and all charges, debits, or conversions between the Account and the Wallet; and (iii) such transfers do not violate any applicable laws or the terms of this Agreement.

You agree to indemnify and hold Nomad harmless from any claims, losses, or liabilities arising from any transfer initiated by you or resulting from your breach of the representations set forth above. Any attempt to initiate an unauthorized external transfer (such as an ACH or wire) from or to the Wallet will be rejected, and Nomad shall not be liable for any resulting fees, delays, loss of funds, or damages.

## **C. MOVING FUNDS IN YOUR WALLET**

When you move funds into or out of your Wallet, we will act only as an intermediary and service provider and will not be responsible beyond the exercise of good faith and ordinary care. All funds added are provisionally credited subject to our receipt of final payment and settlement. If a funding into or transfer out of your Wallet is returned, reversed, or rejected for any reason (including, without limitation, the reversal of a deposit in your Account or the cancellation of a conversion to a Supported Non-USD Currency), you agree that, on a case-by-case basis, we may deduct or return the amount of the funding or transfer against your Wallet balance, even if the balance is driven negative by such deduction or return, without prior written notice to you.

### **a. Funding your Wallet**

Adding funds to your Wallet may be made only in the form and manner that we permit in our sole discretion. Only electronic funding through the Mobile App is permitted. **All funds added to your Wallet must originate from:**

(i) the available U.S. Dollar (“USD”) balance in your Account, converted and transferred into a Wallet denominated in a Supported Non-USD Currency through Nomad’s remittance services available in the Mobile App, subject to the applicable terms and conditions of the Nomad Terms of Use available on the Mobile App and/or Website at <https://www.nomadglobal.com/legal>;

(ii) the available Brazilian Reais (“BRL”) balance transferred by you into the Nomad ecosystem, converted and transferred into a Wallet denominated in a Supported Non-USD Currency, through Nomad’s remittance services available in the Mobile App, subject to the applicable terms and conditions of the Mobile App Terms of Use available on the Mobile App and/or Website at <https://www.nomadglobal.com/legal>. Funds originating from BRL may be converted to U.S. Dollars and subsequently converted into the Supported Non-USD Currency, without posting to your Account; or

(iii) Mobile-app-initiated funds transfers from other Nomad Wallet holders' balances in a Wallet denominated in the same Supported Non-USD Currency.

You may not add funds to your Wallet at any of our physical locations or through physical cash deposits. Subject to the limitations set forth herein, you may only fund your Wallet with funds that are immediately available in your Account, which are not subject to any lien, claim, or encumbrance.

Funds added to your Wallet are available as described in the General Funds Availability Policy in Section 5 below. Nomad will only accept funds added to the Wallet electronically through the Mobile App. Nomad is not liable for any funds, including cash, lost in the mail, lost in transit, or otherwise not received by us in accordance with our procedures. **Only funds added in accordance with the terms of this Agreement will be accepted.**

#### **b. Transferring funds out of your Wallet**

Transferring funds out of your Wallet may be made only in the form and manner that we permit in our sole discretion. Only electronic transfers through the Mobile App and the use of the Card are permitted. **All funds transferred out of your Wallet must result from:**

(i) transfers to your Account, converting the Supported Non-USD Currency to USD through Nomad’s remittance services available in the Mobile App, subject to the applicable terms and conditions of the Nomad Terms of Use available on the Mobile App and/or Website at <https://www.nomadglobal.com/legal>;

(ii) funds transferred into an account in your name denominated in Brazilian Reais (“BRL”) through Nomad’s remittance services available on the Mobile App, subject to the applicable terms and conditions of the Nomad Terms of Use available on the Mobile App and/or Website at <https://www.nomadglobal.com/legal>. Funds originating from the Supported Non-USD Currency may be converted to U.S. Dollars and subsequently converted into BRL, without posting to your Account;

(iii) Mobile App-Initiated funds transfers to other Nomad Wallet holders' balances in a Wallet denominated in the same Supported Non-USD Currency; or

(iv) use of the Card linked to your Account and your Wallet for purchases at points of sale, including card-not-present transactions, and/or withdrawals at ATMs as provided in Section 3 below.

### **c. Prohibited deposits and adjustments**

Nomad does not accept deposits made in cash, paper checks, cashier's checks, or money orders; any such items sent to Nomad will be returned to your address on file and will not be posted to your Wallet. Furthermore, Nomad does not accept direct deposits or transfers in foreign currency from any third-party or external financial institution. You are strictly prohibited from linking your Wallet to any external bank account or third-party service for the purpose of initiating or receiving ACH transfers, wire transfers, or any other form of external electronic fund transfers. We reserve the right to refuse or return any deposit or transfer at our sole discretion. If funds are credited to your Wallet by mistake, or if a funding item is returned as non-payable, you authorize Nomad to correct the situation by deducting the corresponding amount from your Wallet balance without prior notice. If such a deduction results in a negative balance, you agree to immediately reimburse Nomad for the deficient amount, subject to our right to set off as described in Section 2. (G) - "Right To Set Off" below.

### **d. Availability and Requirements for Funding**

Subject to the limitations set forth herein, you may only fund your Wallet with funds that are immediately available and which are not subject to any lien, claim, or encumbrance. Funds added to your Wallet are available as described in the General Funds Availability Policy in Section 5 below. Nomad will only accept funds added to the Wallet electronically through the Mobile App; Nomad is not liable for any funds, including cash, lost in the mail, lost in transit, or otherwise not received by us in accordance with our procedures. Only funds added in accordance with the terms of this Agreement and originating from the permitted sources described above will be accepted.

## **D. LIMITATIONS ON FREQUENCY AND AMOUNTS OF TRANSACTIONS**

The limitations on frequency and amounts of transactions relating to the use (including misuse) of your Card and/or Wallet are set forth in this Agreement and the attached Transaction Limitations Exhibit (Exhibit 3), which is incorporated herein by reference.

### **a. General Limits.**

From time to time, Nomad may increase or decrease the limits or add additional limits to your use of the Wallet, including the Card, in its sole discretion and without prior notice to you, except as required by applicable law, for security, risk, or other reasons.

### **b. Currency Conversion for Limits.**

You acknowledge and agree that all transaction limits set forth in Exhibit 3 are denominated in USD. For any transaction initiated in a Supported Non-USD Currency, the USD equivalent of such transaction shall be calculated to determine compliance with the applicable limits. For the purpose of establishing and enforcing these limits, Nomad will apply a market exchange rate determined at its sole and absolute discretion at the time the transaction is processed. You understand that due to currency fluctuations, the available limit in a Supported Non-USD Currency may vary even if the USD limit remains unchanged. Nomad shall not be liable for any transaction rejection resulting from exchange rate fluctuations that cause a transaction to exceed the USD-equivalent limits.

## **E. PROHIBITION OF PREAUTHORIZED TRANSFERS**

The Wallet does not have an ABA routing number or a dedicated account number for use in the ACH network; consequently, the Wallet cannot be used to initiate or receive preauthorized transfers, including but not limited to, preauthorized direct debits (“ACH Debits”) from merchants or utility providers, or preauthorized direct deposits (“ACH Credits”). Unlike your Account, which may support such features under the Deposit Account Agreement, any attempt to use the Wallet for scheduled or recurring ACH transfers will be rejected. Nomad shall not be liable for any fees, penalties, or service interruptions imposed by third parties resulting from your attempt to use the Wallet for preauthorized transfers. If you wish to set up preauthorized transfers, you must use your Account in accordance with the terms and conditions set forth in the Deposit Account Agreement.

## **F. NO OVERDRAFTS**

You are not permitted to overdraw your Wallet. If the available balance in your Wallet is insufficient to cover any payment, conversion, or withdrawal you have authorized, the transaction will be declined. If your Wallet balance becomes negative for any reason (including, but not limited to, reversals of funding, adjustments, force-posted transactions pursuant to the terms of Visa®), you must immediately add funds to cover the negative balance. Any funds added to your Wallet or any of your other Wallets in different Supported Non-USD Currencies will first be applied to any negative balance. If any of your Wallets maintains a negative balance for thirty (30) calendar days or more, it may be closed at Nomad’s sole discretion. We reserve the right to suspend or close your Wallet and/or your Account if you overdraw any Wallet in violation of these terms.

## **G. RIGHT TO SET OFF**

If any of your Wallet balances become and remain negative, Nomad may pursue recovery of such amounts in accordance with this Agreement and applicable law. Any debits from or credits to the Account held with a Financial Institution are governed exclusively by the applicable Deposit Account Agreement and performed solely pursuant to your instructions and authorizations under that Agreement.

For this purpose, you authorize Nomad to perform any necessary currency conversions. The exchange rate used for such conversions will be determined by Nomad based on the wholesale currency market rates or government-mandated rates available on the applicable processing date. This rate may be selected by Nomad from a range of market rates and may vary from the rate Nomad itself receives or the government-mandated rate in effect for the available central processing date.

You grant Nomad a lien on and security interest in the funds maintained in each of your Wallets as security for the entirety of your liabilities and obligations to Nomad, now or in the future. This right to set off applies to any liability, direct or contingent, past, present, or future, that you owe to Nomad.

## **H. WALLET CLOSURE, HOLDS, SUSPENSIONS AND RESTRICTIONS**

Nomad reserves the right to close, suspend, freeze, or restrict your Wallet for any reason, with or without notice to you. Such reasons include, but are not limited to:

- a. If we, at any time, believe that a Wallet is being used for fraudulent, suspicious, or illegal purposes, or such Wallet presents an undue risk to Nomad as determined in our sole discretion.
- b. Your use of the Wallet conflicts with any federal, state, local, or foreign law, rule, or regulation, including U.S. federal foreign asset control requirements (OFAC) and anti-money laundering (AML) rules, or with Nomad's internal policies designed to ensure compliance with such laws.
- c. We receive a court order, subpoena, or other valid legal process to suspend or close your Wallet.
- d. Your actions otherwise violate any part of this Agreement or the Deposit Account Agreement.

If Nomad's monitoring of the Wallet detects activity that is believed to be fraudulent, unauthorized, or prohibited by Nomad and/or applicable law, Nomad may also hold (or in other words, deny access to) Wallet funds pending a review of the activity. Nomad may require you and other parties involved in the activity to produce documents and/or other materials evidencing the validity and source of the funds or the nature of the transaction. Funds maintained in any Wallet with us are subject to a hold at Nomad's discretion until the source of such funds and/or the activity is properly verified to our satisfaction.

## **I. LEGAL PROCESSES AFFECTING THE WALLET**

If legal action such as a garnishment, subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, search warrant, forfeiture or similar order or other state or federal legal process ("Legal Process") is brought against your Wallet, regardless of the jurisdiction of the issuing authority or the location of Nomad at which the legal action is received, Nomad may refuse to permit (or may limit) withdrawals or transfers from your Wallet until the Legal Process is satisfied or dismissed.

Regardless of the terms of such Legal Process, Nomad has first claim to any and all funds in your Wallet for your liability under this Agreement. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Wallet or in any way restricted access to your funds in accordance with the Legal Process. If you believe your funds are exempt from the Legal Process, or otherwise should not be subject to the Legal Process (for example, if you own funds and the legal action applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the Legal Process against the party who originated the Legal Process, and you agree that we have no obligation to do so.

Nomad will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Nomad determines to be appropriate in the circumstances, even if any funds Nomad may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Nomad. You agree that you are responsible for any expenses, including, without limitation, attorneys' fees and our internal expenses, legal expenses and fees Nomad incurs due to any Legal Process on your Wallet. Nomad may charge these expenses to your Wallet. You will indemnify Nomad for any losses if it does this. Unless expressly prohibited by law, we will charge your Wallet a fee for each Legal Process received, regardless of whether the action is subsequently revoked, vacated or released.

#### **J. WALLET ABANDONED OR INACTIVITY AND ESCHEATMENT**

If your Wallet becomes abandoned or inactive (e.g., if you do not use the funds in your Wallet or access your Wallet for a certain period of time), applicable law may require Nomad to report the funds in your Wallet as unclaimed property. If this occurs, before we turn over an abandoned or inactive Wallet, we may send a notice to you by e-mail or the address we show for the Wallet statement. If Nomad is unable to locate you, Nomad may be required to deliver any funds in your Wallet to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Wallet to a state varies by state, but usually ranges between two and five years. Unless prohibited by law, we may charge to your Wallet our costs and expenses of any notice, payment and turnover of the remaining balance of your Wallet to the applicable state.

#### **K. SPECIAL RULES FOR NEW WALLETS**

Wallets open less than thirty (30) days may be limited in functionality. Funds credited to your Wallet during this period are considered provisionally credited for a reasonable amount of time. You may not be eligible to use certain features (including, but not limited to, certain Mobile App-initiated transfers or higher transaction limits) until your initial funding has been successfully settled and/or the Wallet has been open for at least thirty (30) days. In addition, Nomad reserves the right to apply lower transfer and spending limits during this initial period to ensure the security of your Wallet.

#### **L. ILLEGAL TRANSACTIONS AND INTERNET GAMBLING**

You may not use your Wallet for illegal online gambling or any other illegal transactions. You agree not to use your Wallet or our services for any illegal activity. Nomad may refuse to process any transaction that it believes may violate the terms of this Agreement or applicable law. You acknowledge and agree that Nomad has no obligation to monitor, review, or evaluate the legality of your transactions and Wallet activity. You agree that using Nomad services or your Wallet for illegal activity will be deemed an action of default and a material breach of contract; in such event, our services and/or any of your Wallets may be terminated at our sole discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is subsequently determined to be illegal.

## **M. CANCELED, CLOSED OR TERMINATED WALLET**

If the Wallet is canceled, closed, or terminated for any reason, you may request that any unused balance be returned to you. For security purposes, Nomad will only refund the Wallet balance to a bank account held in your name. Because the Wallet maintains balances in Supported Non-USD Currencies, you acknowledge and agree that any remaining balance will be converted to USD at the then-prevailing exchange rate determined by Nomad prior to being sent to your designated account. Please allow up to thirty (30) days for the processing and transfer of the remaining balance to the account under your ownership. In the event the Wallet services are canceled, closed, or terminated by Nomad, we will provide you with prior notice in accordance with applicable law, including specific instructions on how to receive your remaining balance.

**Note: If the Wallet is canceled, closed, or terminated for any reason, any funding or transfers received after the Wallet closure date will be rejected and returned to the originator. Upon closure, your access to the Wallet features through the Mobile App will be disabled. Nomad shall not be liable for any losses resulting from exchange rate fluctuations occurring between the date of closure and the date the final balance is converted and sent to you.**

## **N. PAYMENT INSTRUCTIONS**

You agree that any payment instructions received by us (such as requests to withdraw or transfer) through the Mobile App or in connection with your username, passphrase, PIN, or mobile device used to access the Mobile App (collectively "Credentials") will be deemed to be authorized by you, subject to applicable law. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed, subject to applicable law. For example, if you provide your username and password used to access the Mobile App to another person and that person uses that information to withdraw funds from your Wallet, we will deem the withdrawal to be authorized by you, subject to applicable law.

Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon such instructions which bear any of your Credentials. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued. If you believe your Credentials are no longer secure or confidential, or that someone has used your Credentials without your permission, please contact us immediately by calling +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (US), send an email to [support@nomadglobal.com](mailto:support@nomadglobal.com) or notifying us through the Mobile App.

We may refuse to follow any of your payment instructions if we think they are illegal or potentially harmful to us or any other person. If we follow your payment instructions, we may require other security measures to protect us from any losses we may suffer. To the greatest extent permitted by law, you agree to pay us back for any damages or losses (including, but

not limited to, the reasonable costs of an attorney) that we suffer if we take an action based on your (or what appears to be your) oral, written or electronic instructions.

## **O. POSTING ORDER OF CREDITS AND DEBITS**

### **a. Posting Orders.**

This section summarizes how we generally post some common transactions to your Wallet. Posting transactions to your Wallet impacts your Wallet balance. Posting a credit increases your balance, while posting a debit or hold reduces your balance. Credits include fundings and credits to your Wallet. Holds include funding holds, Card authorizations, and holds related to withdrawals and EFTs (as defined below). Debits include withdrawals, transfers, payments from your Wallet, Card transactions, and fees. We use automated systems to process transactions and then to post transactions to your Wallet.

When we process multiple transactions for your Wallet on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline, or return credits, debits, and holds in any order at our option, subject to applicable law. We generally post common transactions as set forth herein. After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category before we post any transactions assigned to the next category.

First, we start with the balance in your Wallet at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add available and settled fundings and credits to your balance and then subtract debits from your balance based on the debit category. We subtract debits in a category from your balance in order from the highest to lowest amount in the applicable Supported Non-USD Currency, unless specified otherwise herein. We then subtract from your balance any other types of electronic debits in order from the highest to lowest amount. Finally, we subtract from your balance most fees (such as returned item fees and ATM fees) in order from highest to lowest amount. The first category of debits to be applied against your balance are certain Card and ATM transactions and associated Card fees. The debits within this category are subtracted from your balance in the date and time order our systems receive such information.

### **b. Changing Posting Orders.**

You agree that we may determine in our discretion the orders in which we post transactions to your Wallet. You agree that we may determine at our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We may add or delete categories, change posting orders within categories, and move transaction types among categories at any time without notice to you, subject to applicable law.

### **c. Posting Orders Determined at End of Day.**

We receive credits, debits, and holds throughout the day. Regardless of when during the day we receive transactions for your Wallet, you agree that we may treat them as if we received

all transactions at the same time at the end of the business day. During the day, we show some transactions as "processing". Please note that these have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day and based on the category. We generally post credits and debits to your Wallet in a different order than the order in which you conduct them or we receive them.

#### **d. Certain Transactions Made After Business Day Ends.**

During processing, we may include in your Wallet balance some transactions that you make after the business day cut-off, but before the end of the calendar day. We generally subtract from your Wallet balance the following debits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day: cash withdrawals made at an ATM(s) and any credit-push EFTs.

### **3. USE OF A CARD WITH YOUR WALLET**

In connection with your Account provided by the Financial Institution, the Financial Institution may (but is not obligated to) issue you a Card that will automatically link to your Account and be funded by your Account in accordance with the terms and conditions set forth in the Deposit Account Agreement.

Since you agreed to the terms set forth in this Wallet Agreement, if a Card is made available to you, the Card will, through functionality made available by a Nomad-owned system, link to your Wallet and allow you to access funds added to your Wallet in a Supported Non-USD Currency when the attempted transaction is denominated in the same Supported Non-USD Currency, pursuant to the terms of this Agreement.

The funds in your Wallet will not expire, regardless of the expiration date listed on your Card.

Use of the Card in connection with the Wallet is subject at all times to authorization, limits, and other terms and conditions set forth in the applicable Deposit Account Agreement.

The funds accessible by the Card are limited to the available funds in your Account or your Wallet. You cannot combine funds from your Account and Wallet for the same attempted transaction using your Card. If you have sufficient funds in the aggregate, you must either:

- (i) Add funds to your Wallet denominated in a Supported Non-USD Currency by transferring and converting the available USD balance in your Account into the Wallet through Nomad's remittance services available in the Mobile App, pursuant to Section 2. (C). (a). (i) above; or
- (ii) Transfer funds to your Account, converting the Supported Non-USD Currency to USD through Nomad's remittance services available in the Mobile App, pursuant to Section 2. (C). (b). (i) above.

Any offer of a service or feature of the Wallet described in this Agreement is void where prohibited by applicable law.

## **A. CARD ACTIVATION AND SECURITY**

You must activate your Card and establish a Personal Identification Number ("PIN") in accordance with the procedures and instructions set forth in the applicable Deposit Account Agreement. You agree that compliance with the Financial Institution's activation and PIN security requirements is required in order to access funds in your Wallet through Card transactions, as permitted under the Deposit Account Agreement. You are solely responsible for maintaining the confidentiality of your PIN and liability for transactions authorized through its use are governed exclusively by the Deposit Account Agreement. In the event of any unauthorized access to your PIN or issues with Card activation, you must follow the notification and dispute procedures established in the Deposit Account Agreement.

## **B. USING THE CARD WITH THE WALLET**

Once your Card is active, you may access Wallet balances through Card transactions denominated in a Supported Non-USD Currency, subject to authorization, terms, conditions, and transaction limits set forth in the applicable Deposit Account Agreement.

Each time you access Wallet balances through Card transactions denominated in any Supported Non-USD Currency that results in a debit to your Account in connection with that Wallet transaction, you expressly authorize Nomad to debit the available balance in your Wallet for the transaction amount and any applicable fees, and make such Wallet funds available to the Financial Institution for settlement of the Card transaction, in accordance with the authorization and settlement framework set forth in the Deposit Account Agreement.

If the original Card authorization denominated in a Supported Non-USD Currency, which resulted in a debit to your Account, expires or is reversed by the merchant or the acquiring institution, then Nomad will credit your Wallet in that same currency once the funds are made available to the Financial Institution as part of the authorization and settlement framework set forth in the Deposit Account Agreement. The acceptance, refusal, security protocols, and fees associated with Card usage, including ATM transactions and the return or destruction of the Card, are governed exclusively by the applicable Deposit Account Agreement. You remain responsible for all transactions you authorize and any resulting losses, as provided exclusively in the applicable Deposit Account Agreement.

## **C. CASH WITHDRAWALS IN SUPPORTED NON-USD CURRENCY WITH THE CARD**

With your PIN, you may use your Card to withdraw cash from your Wallet at any ATM that supports a Supported Non-USD Currency and bears the Visa® or Pulse® acceptance marks. All ATM transactions are treated as cash withdrawal transactions. When using an ATM, you may be charged a fee by the ATM operator, and you may also be charged a fee for a balance inquiry even if you do not complete a cash withdrawal. Such fee is a third-party fee assessed by the individual ATM operator only and is not assessed by us. Any such ATM fee will be charged to the Wallet from which the withdrawal is made. Please note that "cash-back" functionality at Point-of-Sale devices may not be available for transactions involving your Wallet.

## **D. AUTHORIZED CARD TRANSACTIONS**

All transactions initiated from your Wallet through the use of your Card transactions, including authorized use by third parties, "card-not-present" transactions (such as online or phone purchases), and merchant authorization holds, are subject to the terms, conditions, and limits set forth in the applicable Deposit Account Agreement. You are solely responsible for all such transactions and any resulting negative balances in your Wallet. The procedures for transaction authorizations, settlement timings, and the placement or release of funds under hold in connection with your Account and associated Card shall be governed exclusively by the applicable Deposit Account Agreement.

## **E. RETURN OF FUNDS**

All refunds for goods or services purchased with your Card, as well as any disputes regarding the delivery, quality, or legality of such purchases, shall be handled directly with the merchant and governed by the procedures set forth in the applicable Deposit Account Agreement.

We reserve the right to request identification or additional documentation before authorizing any transaction or withdrawal from your Wallet.

If you instruct Nomad through the Mobile App to initiate a Wallet transfer or, if you use your Card for transactions denominated in any Supported Non-USD Currency so that you access Wallet balances, resulting in a debit to or credit from your Account in connection with your Wallet, any applicable fees for such transaction, including fees related to currency conversion will be assessed solely in accordance with the applicable Deposit Account Agreement.

If such a transaction results in a credit due to a return, the funds will be credited back to the original source (Wallet or Account) in the currency in which the transaction was finalized, in accordance with the procedures governing the original source. We will not refund any fee or currency conversion spread assessed in connection with the original transaction.

For the avoidance of doubt, this Section applies solely to standard merchant returns and does not govern the investigation, error resolution or unauthorized transaction dispute process, all of which are governed exclusively by the procedures set forth in the applicable Deposit Account Agreement.

## **F. PRIORITY FOR TRANSACTIONS IN SUPPORTED NON-USD CURRENCIES AND OTHER FOREIGN CURRENCIES**

If you use the Card in connection with your Wallet for transactions in a currency other than USD, or in USD outside of the United States, the following priority and conversion rules will apply, subject at all times to the authorization, limits, and terms set forth in the applicable Deposit Account Agreement:

### **a. Transactions in Supported Non-USD Currencies.**

- **Local Currency Selection:** If a transaction is initiated in a Supported Non-USD Currency and you elect to process the transaction in that Supported Non-USD Currency at the terminal, Nomad will, through the Mobile App, transmit your instruction

to access your available Wallet balance in the same Supported Non-USD Currency.

- **Sufficient Wallet Balance:** If the available balance in the specific Supported Non-USD Currency is sufficient to cover the full amount of the transaction, the transaction will be processed against your Wallet balance in that currency.
- **Insufficient Wallet Balance:** If the available balance in the specific Supported Non-USD Currency Wallet is insufficient to cover the full amount of the transaction, the transaction will not be split. Instead, Nomad will transmit your instruction to access funds from the available balance in your Account in USD, subject to the currency conversion and authorization in accordance with the Deposit Account Agreement. If neither the Wallet nor the Account has sufficient available funds, the transaction may not be authorized pursuant to the Deposit Account Agreement.

#### **b. Dynamic Currency Conversion (“DCC”) to USD.**

If you are in a location where the local currency is a Supported Non-USD Currency but you elect to process the transaction in USD at the terminal, any such transaction will be processed against your Account in USD. In such cases, currency conversion is performed by the merchant or the acquiring institution, and Nomad does not set, control or assume responsibility for the applicable exchange rates or fees.

All transactions where the currency conversion is performed by the merchant or the acquiring institution will be governed solely by the terms of the applicable Deposit Account Agreement and will be deducted exclusively from your Account in USD, pursuant to the terms of the Deposit Account Agreement.

#### **c. Transactions within the United States.**

All transactions conducted within the United States in USD will be governed by the terms of the applicable Deposit Account Agreement and will be deducted exclusively from your Account in USD.

#### **d. Non-supported Foreign Currencies and Conversion.**

For transactions initiated in a currency that is neither USD nor a Supported Non-USD Currency, the funds will be processed against your Account in USD, as governed by the terms of the applicable Deposit Account Agreement.

### **G. CARD CANCELLATION, SUSPENSION AND LIMITS, LOST OR STOLEN CARD, CARD REPLACEMENT**

All limits on Card usage, including transaction types and amounts, are established and administered by the applicable Financial Institution and are governed exclusively by the Deposit Account Agreement

Requests relating to Card cancellation, suspension, replacement or reports of lost or stolen Card must be made in accordance with the procedures set forth in the applicable Deposit

Account Agreement. The Financial Institution determines whether to issue, replace, suspend, deactivate, revoke, or cancel your Card, and the conditions which such actions occur.

The cancellation, suspension or replacement of a Card does not terminate this Agreement or the Wallet. You may continue to access your Wallet balance through other feature of the Mobile App, subject to this Agreement and applicable law.

#### **4. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS**

##### **A. ELECTRONIC FUNDS TRANSFER SERVICES (“EFTS”)**

###### **a. Types of EFTs available in the Wallet:**

- By using your Card for a transaction originally denominated in a Supported Non-USD Currency and electing to process the transaction in that Supported Non-USD Currency at the terminal, you may access Wallet balances if you have sufficient funds to cover the full amount of the transaction.
- By using a transfer option available through the Mobile App, you may instruct Nomad to transmit instructions to initiate the following transfers in connection with your Wallet: (a) transfers from your Wallet to your Account, with conversion from a Supported Non-USD Currency to USD through the Mobile App; or (b) transfers to other Nomad clients' Wallets in the same Supported Non-USD Currency (“Mobile App-initiated Transfers”).

###### **b. Limitations on transfers, amounts and frequency of transactions.**

Nomad may impose limits on the number and amount of Wallet-based transfers per day or month for security, risk, or operational reasons. Applicable limits relating to your Wallet are set forth in Exhibit 3. Limits applicable to transfer involving your Account or Card are governed exclusively by the applicable Deposit Account Agreement

###### **c. Right to receive documentation of EFTs:**

- Periodic Statements: You will have access to electronic monthly Wallet statements, which can be viewed on the Mobile App. Your Wallet-based EFTs will be reflected on these Wallet statements, which will describe each transaction, including the item, date and amount of each credit or debit. Electronically delivered Wallet statements will provide all information available in paper statements. Wallet statements will be considered correct unless you notify us of any errors within sixty (60) days of the statement being made available to you. Carefully review your statement each cycle and notify us of any errors within the sixty (60) day period.
- Receipts: You can get a receipt for Wallet-based transfers initiated through a Card transaction at a merchant or ATM. You agree to retain your receipts to verify your the

transactions You make when using your Card with your Wallet. You can get a receipt at the time you make a Wallet withdrawal from an ATM terminal using your Card. However, for certain small amount transactions at merchant locations, you may not receive a receipt.

## **B. PREAUTHORIZED TRANSFERS (RECURRING PAYMENTS) NOT SUPPORTED**

Nomad does not support preauthorized electronic fund transfers or recurring payment instructions initiated directly from your Wallet. You may not arrange with third parties to make regular, recurring payments or scheduled withdrawals from your Wallet balance, whether on a one-time or recurring basis (such as via ACH or standing orders).

If you use your Card to enroll in recurring services with a merchant (e.g., subscriptions) and the transaction is processed in a Supported Non-USD Currency, each occurrence of such transactions will be treated as a separate Card authorization at the time it is presented by the merchant. Nomad does not manage merchant-initiated recurring Card transactions or subscription schedules.

Requests to cancel or stop a recurring Card transactions, and any rights of limitations relating to such requests, are governed exclusively by the applicable Deposit Account Agreement and card network rules. You must contact the merchant directly to modify or cancel any recurring Card transaction.

## **C. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

**CONTACT CUSTOMER SERVICE IMMEDIATELY IF YOU BELIEVE YOUR WALLET HAS BEEN COMPROMISED OR IF YOU BELIEVE THAT AN ELECTRONIC FUND TRANSFER HAS BEEN MADE TO OR FROM YOUR WALLET WITHOUT YOUR PERMISSION. CALLING +1 (888) 998-2261 OR +55 (11) 4200-0204, OR CONTACTING US VIA CHAT AT [HTTPS://BENOMAD.ZENDESK.COM/](https://benomad.zendesk.com/), IS THE BEST WAY TO KEEP YOUR POSSIBLE LOSSES DOWN. YOU COULD LOSE ALL THE MONEY IN YOUR WALLET.**

Your liability for unauthorized electronic fund transfers to or from your Wallet, including applicable limits and reporting deadlines, is governed by this Agreement and applicable law. Upon notification of a potential compromise affecting your Wallet or Mobile App credentials, Nomad may deactivate your credentials and issue replacement Wallet credentials in accordance with this Agreement. Failure to report unauthorized Wallet activity within the timelines established by this Agreement may result in the loss of your right to recover Wallet funds, subject to applicable law.

Your liability for unauthorized transactions involving transfers between your Wallet and your Account, or for transactions affecting your Account or Card, is governed exclusively by the applicable Deposit Account Agreement you have with the Financial Institution, including, the processes for reporting a compromise of your Account or Card credentials.

#### **D. NOMAD'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS FROM THE WALLET**

If a transaction initiated from your Wallet is not properly completed on time or in the correct amount in accordance with this Agreement, we will be liable for your direct losses or damages, subject to applicable law. However, there are some exceptions. We will not be liable for any failure to complete a Wallet transaction in the following circumstances:

- If, through no fault of Nomad, you do not have sufficient funds available in your Wallet to complete the transaction.
- If the transaction fails due to a system outage, processing delay, or other technical issues outside of Nomad's control.
- If the transaction could not be completed because we had reason to believe the transaction was unauthorized, fraudulent or violated this Agreement.
- If the failure results from circumstances beyond our control (such as fire, flood, or interruptions in communication systems), despite reasonable precautions that we have taken.
- If you do not follow the applicable procedures or instructions for initiating the Wallet transaction.

In no event shall Nomad be liable for any indirect, special, incidental, or consequential damages arising from a failed transaction.

For the avoidance of doubt, this Section applies solely to transactions initiated from or accessing your Wallet balances, including Card Transactions to the extent such transactions access Wallet funds as the funding source. Transactions involving your Card that are processed against your Account in USD (i.e. transactions initiated in USD or in a currency that is neither USD nor a Supported Non-USD Currency), your Account, merchant acceptance, ATM access, or authorization and settlement through payment networks are governed exclusively by the applicable Deposit Account Agreement and card network rules.

#### **E. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

If you believe an error or unauthorized transaction has occurred in your Wallet, or if you require additional information regarding a specific transaction, you must notify Nomad promptly through the Mobile App or customer support. All requirements for reporting errors relating solely to your Wallet, including applicable deadlines, necessary documentation, and information to be provided, are governed by this Agreement and applicable law. Any reporting of errors in relating to your Account or associated Card is governed exclusively by the applicable Deposit Account Agreement between you and the Financial Institution.

The investigation, resolution, and any provisional crediting of funds to your Wallet related to reported Wallet errors are governed by this Agreement and applicable law. If it is determined that no Wallet error occurred, any provisional credits may be revoked, and a written

explanation will be provided as required by the applicable law. Investigations, resolutions and any provisional crediting involving your Account and/or Card are governed exclusively by the Deposit Account Agreement.

**Notwithstanding that disputed transactions under this Section may have been initiated in a Supported Non-USD Currency, the error investigation and resolution process will be conducted in USD, using USD equivalent value of the disputed amount at the time of the transaction. If a credit is deemed appropriate, Nomad may, at its sole discretion, but is not obliged to, convert the USD amount back to the relevant Supported Non-USD Currency and credit your Wallet. You may elect to convert as provided in Section 2. (C). (a). (i).**

For the avoidance of doubt, Nomad does not investigate, resolve, or credit disputes relating to any Account or Card transaction, which are handled exclusively by the Financial Institution under the terms of the applicable Deposit Account Agreement.

## **5. GENERAL FUNDS AVAILABILITY POLICY**

Information contained in this Section 5 is provided solely to assist you in understanding Nomad's funds availability practices with respect to your Wallet. We make funds available in your Wallet based on the type of Wallet funding and when such funds are credited to the Wallet, in accordance with this Agreement. Nomad reserves the right to delay the availability of Wallet funds, place holds on Wallet balances, or refuse Wallet funding transactions for security, risk or operational reason, in our sole discretion and subject to applicable law.

During any Wallet hold period, affected Wallet funds will not be available for Wallet-based transfers or other Wallet debits. This Section does not govern availability of funds held in your Account or the authorization of Card transactions, which are governed exclusively by the applicable Deposit Account Agreement.

Automated Clearing House (ACH) transfers are not supported for the Wallet. Any attempt to initiate an ACH transfer, including direct deposits or external debits, using your Wallet information will be rejected. Nomad is not responsible for any fees, losses, or damages resulting from rejected ACH transactions or for any delay in the return of such funds to the originator.

For the purpose of funds availability, business days are Monday through Friday, excluding U.S. federal holidays. Wallet funds credited by 11:59 PM MT on a business day will be treated as received on that day; otherwise, they will be treated as received on the next business day. Timing, availability and processing of funds involving your Account are governed exclusively by the Deposit Account Agreement.

## **6. FEE SCHEDULE**

The fees are set forth in this Agreement and the applicable Fee Schedule for each Supported Non-USD Currency provided in Exhibit 2 apply solely to fees assessed in connection with your Wallet and the Wallet-based services. Exhibit 2 is incorporated herein by reference. Fees

applicable to your Account or Card are governed by the applicable Deposit Account Agreement and related disclosures.

Fees incurred under this Agreement will be deducted only from your applicable Wallet balance and will be assessed as long as the Wallet balance remains available, unless prohibited by law. If at any time your remaining Wallet balance in the specific Supported Non-USD Currency is insufficient to cover applicable fees, Nomad may, at its discretion: (i) apply the remaining Wallet balance toward such fees, resulting in a zero balance; and (ii) assess the unpaid portion of such fees upon the next funding of your Wallet, subject to applicable law or collect the remainder of the Fees due from your Account in USD solely pursuant to the terms of the Deposit Account Agreement.

## **7. OTHER AGREEMENT TERMS**

### **A. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE**

From time to time, services related to the Wallet may be inoperative. When this happens, you may be unable to access the Website or Mobile App, and you may be unable to use the Wallet or obtain information about the Wallet. Please notify us if you have any problems using the Wallet, Website, or Mobile App. You agree that, except as required by applicable law, Nomad will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Nomad be liable for extended interruptions due to failures beyond Nomad's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, pandemics, labor disputes and armed conflicts.

### **B. LIMITATION OF LIABILITY**

Except as required by applicable law, Nomad shall have no liability to you if Nomad is unable to complete a Wallet transaction for any reason beyond Nomad's control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Nomad, Nomad's affiliates, and the parties with whom Nomad contracts in order to offer your Wallet and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Wallet, any products or services purchased using the Wallet, or this Agreement (as well as any related or prior agreement you may have had with Nomad). Our liability for losses you incur in connection with your Wallet is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care. Nevertheless, if we make an error in your favor by excessively increasing or insufficiently decreasing your Wallet balance for any reason, including, without limitation, the providing of credit in excess of a corresponding Wallet debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in Section 8. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of the unauthorized disclosure of private or confidential information must also be defamatory. We will have no liability for acting on instructions from you accepted or interpreted by us in good faith according to the terms of this

Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or not acting on instructions not actually received.

### **C. ENGLISH LANGUAGE CONTROLS**

This Agreement is being presented to you in both English and Portuguese versions. Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English, and in the event of a discrepancy, the English version shall prevail.

### **D. ACCOUNT SERVICES**

For Wallet service assistance or additional information regarding your Wallet, please send an email to [support@nomadglobal.com](mailto:support@nomadglobal.com) or contact Customer Service at +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (USA).

### **E. TELEPHONE MONITORING/RECORDING**

From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our service team or as required by applicable law.

### **F. AMENDMENT AND CANCELLATION**

Except as otherwise required by applicable law, Nomad may amend or change or add to the terms and conditions of this Agreement at any time by posting the amended Agreement at the Website and/or Mobile App, and any such amendment shall be effective upon such posting to the Website and/or Mobile App. The Agreement is also available on the Website and/or Mobile App. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, Nomad may implement it without prior notice. When we change this Agreement, the then-current version of the Agreement governs your Wallet and supersedes all prior versions. Nomad may cancel or suspend your Wallet or this Agreement at any time. You may cancel this Agreement by contacting Customer Service to close your Wallet. Your cancellation of this Agreement will not affect any of Nomad's rights or your obligations arising under this Agreement prior to cancellation.

**IMPORTANT: IF YOU TERMINATE YOUR RELATIONSHIP WITH THE APPLICABLE FINANCIAL INSTITUTION OR WITHDRAW YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS ABOUT YOUR WALLET, THE WALLET WILL AUTOMATICALLY BE CLOSED. UPON CLOSURE, ANY REMAINING FUNDS IN THE WALLET WILL BE RETURNED PER SECTION 2. (M) - "CANCELED, CLOSED OR TERMINATED WALLET" ABOVE.**

## **G. CONFIDENTIALITY**

Nomad may disclose Wallet-related information to the Financial Institution and other third parties about your Wallet or the Wallet-related transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Wallet for a third party (such as a merchant);
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you give us your written or electronic permission;
- To Nomad's employees, auditors, affiliates, service providers, or attorneys as needed; and
- Otherwise as necessary to fulfill Nomad's obligations under this Agreement or as detailed in Nomad's Privacy Policy.

## **H. NO WARRANTY REGARDING GOODS OR SERVICES AS APPLICABLE; MERCHANT CREDITS**

Nomad is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Wallet. If you are entitled to a refund for any reason for goods or services purchased with your Wallet, the return and refund will be handled by the merchant. If a merchant posts a credit to your Wallet, the funds may not be immediately available since Nomad has no control over when a merchant or the payment network may send the credit transaction. All merchant credits received in a Supported Non-USD Currency will be subject to the conditions set forth in this Agreement, including any relevant currency conversion at the time of the credit.

## **I. SURVIVAL**

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Wallet by either party for actions arising in connection with this Agreement or your Wallet.

## **J. GOVERNING LAW**

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Agreement, the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Nomad, regardless of your location.

## **K. PREVALENCE AND RELATIONSHIP WITH THE DEPOSIT ACCOUNT AGREEMENT**

This Agreement governs exclusively the operation of the Wallet and the specific rules regarding the use of the Card when transactions are processed using a Supported Non-USD Currency via your Wallet. All rules, rights, and obligations concerning your Account in USD, as well as the general terms of Card issuance and usage, shall continue to be governed by the Deposit Account Agreement.

In the event of any inconsistency between this Agreement and a Deposit Account Agreement the Deposit Account Agreement shall control, except specifically to the internal conversion of currencies or the management of the Wallet's Supported Non-USD Currency balances, in which case this Agreement shall control.

#### **L. NO AGENCY OR PARTNERSHIP**

Nothing in this Agreement creates any agency, partnership, joint venture, or similar relationship between Nomad and any Financial Institution. Nomad does not act on behalf of, or exercise control over, any Financial Institution, and each Financial Institution acts independently in providing deposit account services under its own agreements with you.

### **8. ARBITRATION**

#### **THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION.**

Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and Nomad, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Nomad and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as amended by this Agreement.

The Consumer Arbitration Rules are available online at: <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Nomad that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against Nomad for you.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT USE THE WALLET. CALL +55 (11) 4200-0204 (BRAZIL) / +1 (888) 998-2261 (USA), EMAIL US AT [support@nomadglobal.com](mailto:support@nomadglobal.com), OR CONTACT US VIA NOMAD CHAT TO CLOSE YOUR WALLET.**

**Exhibit 1\***  
(List of Supported Non-USD Currency)

<b>Supported Non-USD Currency</b>	
<b>Currency Name</b>	<b>Currency Code</b>
Euro	EUR

\*Nomad may update this list from time to time by adding or removing supported currencies. Any such updates will be reflected in the Mobile App and this Exhibit 1.

**Exhibit 2\***  
(Fee Schedules)

<b>EUR WALLET FEE SCHEDULE</b>	
<b>Fee Description</b>	<b>Fee Amount and Frequency</b> (all amounts in EUR)
Monthly Service Fee	€ 0.00
Fee to Open a Wallet	€ 0.00
Fee to Close a Wallet	€ 0.00
ATM Withdrawal Fee (out of network)**	€ 5.00
Insufficient Funds Fee	€ 0.00
Balance Inquiry Fee	€ 0.00

\* We may, at our sole discretion, waive or offer discounts on the fees listed in this table.

\*\* This ATM withdrawal fee applies only to ATM transactions processed against Wallet balances. Fees applicable to ATM withdrawals processed against your Account are governed exclusively by the applicable Deposit Account Agreement.

When you use a non-MoneyPass ATM, you may also be charged a fee by the ATM operator, and you may also be charged a fee for a balance inquiry even if you do not complete a cash withdrawal. Such fee is a third-party fee assessed by the individual ATM operator only and is not assessed by us. Any such ATM operator fee will be charged to your Wallet balance.

**Exhibit 3**  
(Transaction Limits)

This Exhibit describes transaction limits applicable to Wallet-based activity. Limits applicable to transactions involving your Account or Card are determined and enforced exclusively under the applicable Deposit Account Agreement

Transaction Type	Maximum Frequency and/or Amount Limitation (per day)	Maximum Frequency and/or Amount Limitation (per month)	Maximum Frequency and/or Amount Limitation (per year)
Mobile App-initiated, Incoming Transfer from your Account in USD	As set forth in Nomad's <a href="#">Fees and Limits Table</a>		
Mobile App-initiated, Outgoing Transfer to your Account in USD			
Mobile App-initiated, Incoming Transfer from your available BRL balance	As set forth in Nomad's <a href="#">Fees and Limits Table</a>		
Mobile App-initiated, Outgoing Transfer to an account in your name denominated in BRL			
Mobile App-initiated, Incoming Transfer from another Nomad Wallet denominated in the same Supported Non-USD Currency*	As set forth in Nomad's <a href="#">Fees and Limits Table</a>		
Mobile App-initiated, Outgoing Transfer to another Nomad Wallet denominated in the same Supported Non-USD Currency*			

Card Purchases (Signature and PIN)**	Not applicable to the Wallet; governed exclusively by the applicable Deposit Account Agreement
Cash Withdrawal (ATM)**	
Cash deposits via third party money transfer services (Visa Ready Link)	Feature Not Available

**IMPORTANT NOTES ON LIMITS:**

\* **Combined Limits (Informational Only – Wallet Activity):** For customer convenience, Nomad applies a consolidated, customer-level usage threshold for certain Wallet-to-Wallet transfers, calculated in USD for internal monitoring purposes. These Wallet limits are established and administered solely by Nomad and do not constitute deposit account limits or Card limits under any Deposit Account Agreement.

\*\***Combined Limits (Informational Only – Account/Card Activity):** Wallet balances accessed through the Card may count toward overall transaction thresholds applied by the applicable Financial Institution under the Deposit Account Agreement. All authorization, aggregation, and enforcement of Account and Card limits are determined exclusively by the Financial Institution pursuant to the Deposit Account Agreement. Nomad does not establish, administer, or enforce Account or Card limits.