

PLATFORM AGREEMENT

Parties:

- **Orenda FS Holdings Limited**, a company incorporated in England and Wales (registration number 12404984) with registered office at St Martins House, 1 Gresham Street, London EC2V 7BX ("Orenda"); and
- The **Client**, that enters into this Agreement to use the technology platform (the "Platform"), provided by Orenda.

Each a "Party" and together, the "Parties".

1. Background

- 1.1. Orenda provides the "Platform" to clients for access to payment products and services.
- 1.2. The Client has independently entered into terms and conditions with the relevant licenced Electronic Money Institution (the "Issuer") for access to regulated financial products such as e-money accounts and payment cards.
- 1.3. This Agreement governs the Client's use of the Platform and associated services provided by Orenda.

2. Definitions

- 2.1. "Applicable Law" means any applicable laws, regulations, rules, orders or requirements of any competent authority or regulatory body.
- 2.2. "Client Data" means data submitted or provided by the Client while using the Platform, including any personal data.
- 2.3. "Confidential Information" means any non-public, proprietary or sensitive information disclosed by one party to the other under this Agreement.
- 2.4. "Intellectual Property Rights" means all patents, trademarks, trade names, service marks, copyrights, moral rights, rights in databases, know-how, and all other intellectual property rights.
- 2.5. "Wallet" means an e-money account with a virtual IBAN.
- 2.6. "Services" means technical, compliance, monitoring, integration, and operational services provided by Orenda.
- 2.7. "Fees" means the charges payable by the Client to Orenda.

3. Provision of Platform Services

- 3.1. Orenda shall make the Platform available to the Client to facilitate access to the Issuer's regulated products.
- 3.2. Orenda may customise the Platform to meet the Client's operational requirements, subject to separate written agreement.
- 3.4. Orenda reserves the right to modify or update the Platform provided such changes do not materially degrade functionality.

4. Responsibilities of the Client

- 4.1. The Client shall:
 - Use the Platform in compliance with all applicable laws;
 - Provide accurate and up-to-date information;
 - Co-operate with Orenda in connection with compliance, monitoring and onboarding processes;

- Not engage in unlawful, fraudulent, or abusive activities on the Platform.

4.2. Prohibited uses of the Platform include, but are not limited to:

- Using the Platform in connection with any activity that is illegal, harmful, offensive, or inappropriate;
- Distributing malware, viruses, or malicious code;
- Circumventing security measures or access controls;
- Engaging in phishing or unauthorized data collection;
- Promoting unsolicited advertising or spam;
- Using the Platform in a way that could disrupt or harm the services, systems, or networks of Orenda or others;
- Using the Platform without proper licences, consents, or approvals;
- Misrepresenting affiliation with Orenda or suggesting endorsement;
- Exporting Platform services or Customer Data in breach of applicable export laws.

4.3. The Client acknowledges that:

- Orenda does not offer regulated financial services;
- The Client's relationship with the Issuer is governed by a separate agreement;
- Orenda is not liable for the performance of regulated products.

5. Fees and Payment

5.1. The Client shall pay Orenda all applicable Fees for access to the Platform and related services.

5.2. Orenda is authorised to deduct such Fees and related costs directly from the Client's Wallet or any other account managed by the Issuer.

5.3. Fees may include:

- Platform access and usage fees;
- Integration or onboarding fees;
- Bespoke services, compliance reviews or audit support;
- Payroll firm activities
- Service charges for excessive use of support or systems.

5.4. Orenda shall notify the Client of any changes in fees in advance.

6. Authority to Deduct Funds

6.1. The Client grants Orenda express authority to instruct the Issuer to debit its Wallet or associated account for:

- Outstanding Fees;
- Costs incurred due to compliance or audit services specific to the Client's activities;
- Penalties or damages resulting from the Client's misuse of the Platform.

7. Crypto-Related Disclaimer

7.1. Orenda does not support or provide any crypto asset services.

7.2. The Client is solely responsible for any crypto-related activities conducted using the Platform.

7.3. Orenda shall not be liable for any losses, regulatory sanctions, or damages arising from the Client's crypto activities.

8. Intellectual Property

8.1. Orenda grants the Client a non-exclusive, non-transferable, revocable license to use the

Platform solely for internal business purposes and in accordance with this Agreement.

8.2. Orenda retains all rights, title, and interest in the Platform and any modifications, enhancements, or derivative works thereof.

8.3. The Client may not:

- Copy, modify or reverse-engineer the Platform;
- Transfer or sublicense the Platform;
- Use the Platform to develop a competing product;
- Remove or alter any proprietary notices.

9. Confidentiality

9.1. Each Party shall keep confidential all Confidential Information received from the other Party and shall not disclose it except to its employees, advisors or subcontractors who are subject to equivalent obligations of confidentiality.

9.2. Confidentiality obligations shall not apply to information that:

- Is or becomes public through no fault of the receiving Party;
- Was lawfully known to the receiving Party prior to disclosure;
- Is independently developed without reference to the disclosing Party's information;
- Must be disclosed by law or regulatory authority.

9.3. This clause shall survive termination for a period of three (3) years.

10. Data Protection

10.1. Orenda and the Client shall comply with the UK GDPR, DPA 2018 and other applicable Data Protection Laws.

10.2. Each party shall implement reasonable security measures to protect personal data.

11. Suspension and Termination

11.1. Orenda may suspend or terminate the Client's access to the Platform:

- Upon material breach of this Agreement;
- For non-payment;
- If required to do so by law or regulator.

11.2. Either Party may terminate this Agreement on 60 days' notice.

11.3. Upon termination:

- Platform access shall cease;
- Fees incurred up to the termination date remain payable;
- Orenda may retain necessary records to meet legal and regulatory obligations.

12. Liability and Indemnity

12.1. Orenda shall not be liable for:

- Losses arising from Client use of the Platform;
- Failures or errors caused by third-party providers including the Issuer;
- Crypto-related activity;
- Indirect, incidental, or consequential damages, including lost profits.

12.2. The Client shall indemnify and hold harmless Orenda from any third-party claims, regulatory penalties, or losses resulting from:

- Breach of this Agreement;
- Misuse of the Platform;
- Failure to comply with Applicable Law.

13. Audit Rights

13.1. Orenda may conduct audits of the Client's use of the Platform to ensure compliance with this Agreement and applicable laws.

13.2. The Client shall cooperate with reasonable requests for access to records, systems, and personnel.

14. Governing Law and Jurisdiction

14.1. This Agreement shall be governed by the laws of England and Wales.

14.2. The courts of England and Wales shall have exclusive jurisdiction.

15. Digital Acceptance

15.1. The Client accepts this Agreement by completing digital onboarding.

15.2. No physical signature is required. Continued use of the Platform constitutes binding acceptance.

16. Dispute Resolution

16.1. In the event of a dispute, either Party shall provide written notice to the other outlining the nature of the dispute.

16.2. The Parties shall attempt in good faith to resolve any dispute through discussions between senior representatives.

16.3. If the dispute is not resolved within 30 days, the Parties may submit to mediation in accordance with the CEDR Model Mediation Procedure.

16.4. Either Party may initiate court proceedings if mediation fails or in the case of urgent injunctive relief.

17. Contact Details

17.1. All notices under this Agreement shall be sent in writing to:

Orenda FS Holdings Limited

Email: info@orenda.finance

Address: St Martins House, 1 Gresham Street, London EC2V 7BX

Client

As provided during onboarding and subsequently updated in writing.