BUBURUZA

Buburuza Partner Programme Agreement (B2B2B)

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VERSION	PARTNER-2026-11-05

This agreement is between the partner identified in the order form ("**Partner**") and the Buburuza company that provides the Partner's own Buburuza account: **Buburuza Payments LLC** for partners in the United States, or **Buburuza AI Inc.** for other partners ("**Buburuza**", "we", "us"). It is formed when both parties sign the order form, which incorporates this agreement.

1 Purpose

The Partner offers Buburuza's services to its own customers through a Partner-branded or co-branded experience, under the Partner's name and Buburuza's. The people and businesses who sign up are **Buburuza's customers**. They accept the applicable Buburuza Customer Agreement and other service terms, complete Buburuza's verification, and receive their services from the relevant Buburuza company and its licensed partners.

2 Eligibility of the Partner

The Partner must hold, and keep, the financial services licence or registration stated in its application, be in good standing with its regulator and pass Buburuza's business verification. The Partner must tell us promptly of any change to its licence, ownership or control, or of any regulatory action against it.

3 Stages

1. **Application:** the Partner applies in the app.
2. **Review:** Buburuza reviews the Partner and its proposed use case. Approval is at Buburuza's discretion.
3. **Agreement:** both parties sign the order form.
4. **Sandbox:** the Partner integrates and tests with test data only.
5. **Go-live:** production access starts only after Buburuza's written acceptance of the integration, branding and customer journey.

4 Customer onboarding and responsibility

1. Buburuza decides whether to accept each customer, performs verification and screening, and may refuse, restrict or close any customer account under its own agreements and policies.
2. Buburuza is responsible to its customers under its agreements. The Partner does not contract with Buburuza's customers for Buburuza's services, does not hold their money or assets, and

must not say or imply that it provides those services.

3. The Partner must present Buburuza's terms, disclosures and acceptance steps unchanged and in the order Buburuza specifies, and must not alter, hide or pre-select them.

5 Branding and marketing

1. Each party grants the other a limited, non-exclusive, non-transferable licence to use its approved names and logos during the term, only for the programme and in line with the brand rules in the order form.
2. All customer-facing materials that describe Buburuza's services require Buburuza's prior written approval. They must identify the Buburuza company providing each service and must not describe products as deposits, insured, guaranteed or interest-bearing.
3. The Partner may promote a service only where its promotion and provision are lawful for the parties involved, within the countries, channels and customer types approved in writing by Buburuza. Where access to a service depends on the customer's exclusive initiative, the Partner must not solicit customers for that service in that market. Buburuza assesses how the customer actually approached it before providing the service. The Partner is responsible for its own marketing compliance.

6 Compensation and fees

Any compensation payable to the Partner, and any fees payable by the Partner for platform access, are set out in the order form. Compensation is paid only on revenue that any Buburuza company actually receives from the Partner's referred customers and is reversed if that revenue is refunded or charged back. Each party bears its own taxes.

7 Data protection

Each party is an independent controller of the personal information it processes for its own purposes. The Partner receives information about a referred customer only to the extent described in the order form and permitted by that customer's choices and applicable law. Each party maintains appropriate security, notifies the other without undue delay of a security incident affecting shared information, and cooperates on requests from individuals and regulators.

8 Technology

Buburuza provides sandbox and production API access, documentation and support as described in the order form. The Partner keeps its credentials secure, uses the API only for the programme and must not reverse engineer, overload or circumvent it. Buburuza may suspend API access to protect customers, systems or compliance. The Buburuza API Terms apply to the Partner's use of the API and sandbox, except where this Agreement or the order form provides otherwise.

9 Audit and cooperation

Each party keeps accurate records of its programme activity. On reasonable notice, Buburuza may review the Partner's programme-related marketing, complaints and compliance records. Each party

cooperates with the other's regulators, auditors and banking partners where required.

10 Confidentiality and intellectual property

Each party keeps the other's confidential information confidential and uses it only for the programme. Each party keeps all rights in its own technology, data, names and logos. No other licence is granted.

11 Term, termination and wind-down

1. This agreement runs for the term in the order form and renews as stated there.
2. Either party may terminate it on 90 days' written notice, or immediately if the other party materially breaches it and does not cure the breach within 30 days of notice, loses a required licence, becomes insolvent or is subject to sanctions.
3. On termination, the Partner stops presenting the programme and using Buburuza's brand. Referred customers remain Buburuza's customers under their own agreements. Buburuza will tell them of any change to the branded experience as their agreements require. Earned compensation is paid; unearned compensation lapses.

12 Liability

1. Neither party excludes liability that cannot lawfully be excluded, or liability for fraud, wilful misconduct or breach of confidentiality.
2. Subject to that, neither party is liable for indirect or consequential loss, or for loss of profit, revenue or goodwill.
3. Subject to that, each party's total liability under this agreement in any 12-month period is limited to the total compensation and fees paid or payable under it in that period.
4. The Partner indemnifies Buburuza against third-party claims and regulatory penalties arising from the Partner's marketing, misrepresentation or breach of law or of this agreement.

13 General

This agreement and the order form are the entire agreement on their subject. The order form prevails over this agreement if they conflict. Neither party may assign it without the other's written consent, except to an affiliate in a reorganisation with notice. Notices go to the addresses in the order form. This agreement is governed by the laws of the State of Delaware where the Buburuza party is Buburuza Payments LLC, and by the laws of British Columbia and applicable Canadian federal law where it is Buburuza AI Inc. The courts of that place have exclusive jurisdiction. If the Partner is in Québec and this agreement is offered as a standard-form contract, Buburuza provides the French version first, and the parties may then expressly choose to be bound by the English version; that choice is recorded in the order form.