FINOFO TERMS OF USE

MARCH 2026

Finofo Inc.

700 2nd Street SW, Suite 2320, Calgary, Alberta T2P 2W2, Canada

PART 1 – OUR RELATIONSHIP WITH YOU AND OUR SERVICES

1. INTRODUCTION

1.1. These Terms of Use, which include the Schedules, the policies and other documents referred to herein, each Service Order, and any express consents given by you, each as amended from time to time (together, the "Agreement"), form the legal agreement between you and Finofo Inc. ("Finofo", "us", "we") for the provision of the Services to you. For the avoidance of doubt, Confirmations are records of FX Contracts between you and the applicable Third-Party partner and are incorporated by reference for informational purposes only; they do not make Finofo a party to the underlying FX Contract.

1.2. Finofo is a corporation registered in the Province of Alberta, Canada, with extra-provincial registration in the Province of Quebec.

1.3. When applying for the Services or accepting a Service Order, you expressly agreed to the Agreement. For self-serve customers, acceptance occurs when you click to accept or otherwise indicate agreement during the sign-up process on the Finofo Platform. We will also treat your continuing to access and use the Services as acceptance of the Agreement and any amendments from time to time, unless you have provided express consent instead. The current version of the Agreement is available on our Website.

1.4. In the event of any conflict or inconsistency between the terms of a Service Order and these Terms of Use, the terms of the Service Order shall prevail to the extent of the conflict or inconsistency. In the event of any conflict between these Terms of Use and a Schedule, the Schedule shall prevail to the extent of the conflict or inconsistency.

1.5. The Finofo Platform allows you to access the Services and Third-Party Services. Third Parties will have their own terms of use which govern your relationship with them in connection with the Third-Party Services. Their terms form a separate legal agreement or agreements between you and them, which you accept in accordance with Schedule 2, clause 2.3 (for e-money and payment services) or by placing an Order (for FX services under Schedule 1), and we are not a party to such terms.

1.6. These Terms of Use apply equally to customers who access the Services through self-serve sign-up on the Finofo Platform and to customers who enter into Service Orders with Finofo. Where a provision applies only to one category of customer, this will be expressly stated.

2. SERVICES

2.1. Through the use of the Finofo Platform, you may access the following categories of services (collectively, the "Services"):

Platform Services

2.1.1. Document ingestion and management, including the capture and processing of invoices, purchase orders, goods received notes, packing slips, and other business documents through email forwarding, file upload, messaging integration, or other supported channels;

2.1.2. AI-assisted document classification, data extraction, and line-item recognition;

2.1.3. AI-assisted matching of documents (two-way and three-way purchase order matching) with configurable tolerance thresholds and exception management;

2.1.4. AI-assisted general ledger coding, cost centre allocation, and other financial categorization;

2.1.5. Configurable approval workflows with collaboration features including in-context comments, mentions, and audit trails;

2.1.6. Integration with supported third-party enterprise resource planning systems and accounting software for data synchronization and posting; and

2.1.7. Reporting, analytics, and dashboard functionality related to the above.

Payment Services

2.1.8. Multi-currency wallets and e-money accounts, provided through licensed Third-Party partners;

2.1.9. Currency conversions, facilitated through licensed Third-Party partners;

2.1.10. Domestic and international payments, including local rails and SWIFT transfers, facilitated through licensed Third-Party partners;

2.1.11. Receiving money from third parties through dedicated multi-currency receivable accounts, provided through licensed Third-Party partners; and

2.1.12. Treasury management, including multi-entity fund transfers and cash flow management, facilitated through licensed Third-Party partners.

2.1A. Platform Services (clauses 2.1.1 to 2.1.7) are provided directly by Finofo. Payment Services (clauses 2.1.8 to 2.1.12) are facilitated by Finofo through licensed Third-Party partners and are not provided directly by Finofo. References to "Services" in this Agreement include both Platform Services and Payment Services unless otherwise specified.

2.2. Not all Services may be available to all customers. The specific Services available to you will depend on your Service Order, the plan selected during self-serve sign-up, eligibility requirements, and the applicable Third-Party partner requirements. Some terms in the Agreement only apply to certain Services. If you do not use a specific Service, then the terms which apply to such Service will not be part of your Agreement with us.

2.3. Finofo reserves the right to modify, suspend, or discontinue any Service or feature at any time, subject to providing you with reasonable prior notice in accordance with clause 20 (Variation).

Limitations to the Services

2.4. Finofo will not provide you with investment advice, personal recommendations, or investment management services.

2.5. Finofo will not provide you with legal, tax, accounting, or any other professional advice. If you are in doubt about using the Services, you should obtain advice from a qualified professional adviser.

2.6. Market information, market data, general views, exchange rates, cost estimators, and similar information which you can access on the Platform or which is expressed to you by Finofo from time to time (whether orally or in writing) are not to be viewed as advice or a personal recommendation to you. Such information is for your own personal use and at your own risk as we do not make any representations or warranties in regard to such information.

2.7. Insofar as is permissible under Applicable Laws, Finofo does not have a fiduciary duty to you or any similar obligation under the Agreement.

3. AI-POWERED FEATURES

3.1. Certain Services incorporate artificial intelligence and machine learning technologies (collectively, "AI Features"). AI Features include, without limitation, document classification, data extraction, line-item recognition, document matching, general ledger coding suggestions, and vendor pattern learning.

3.2. AI Features are provided on an assistive basis only. All outputs, suggestions, classifications, extractions, matches, and coding recommendations generated by AI Features are provided as suggestions for your review. You are solely responsible for reviewing, verifying, and approving all AI-generated outputs before relying on them or taking any action based on them.

3.3. Finofo does not guarantee the accuracy, completeness, or reliability of any output generated by AI Features. While we strive for a high degree of accuracy, AI Features may produce errors, omissions, or inaccurate results. You acknowledge that AI-generated outputs should not be treated as a substitute for professional judgment or your own internal checks and controls.

3.4. In the course of providing AI Features, Finofo may transmit Customer Data to third-party AI service providers for processing. Categories of recipients are described in our Privacy Policy, and a current list of sub-processors is available upon request by contacting privacy@finofo.com.

3.5. Where AI Features are used in connection with automated actions (such as posting approved invoices to your ERP), such actions are only triggered after the relevant human approval has been obtained through the Finofo Platform's approval workflows. No AI Feature will autonomously execute a financial transaction or post data to your external systems without your prior approval through the configured workflow.

4. THIRD-PARTY INTEGRATIONS AND ERP CONNECTIVITY

4.1. The Finofo Platform supports integration with certain third-party enterprise resource planning systems and accounting software ("ERP Integrations"). ERP Integrations enable data synchronization, invoice posting, and other data exchanges between the Finofo Platform and your third-party systems.

4.2. ERP Integrations are accessed via authentication credentials (such as OAuth tokens or API keys) that you provide and authorize. You are responsible for maintaining the security and validity of such credentials and for ensuring that the permissions granted to Finofo are appropriate.

4.3. Finofo does not guarantee that ERP Integrations will be compatible with all versions, configurations, customizations, or deployments of any third-party system. ERP Integrations are provided on an "as available" basis and may be affected by changes made by the third-party system provider.

4.4. ERP Integrations are automations that supplement, but do not replace, your own financial controls, checks, and reconciliation processes. Finofo is not responsible for any errors, data loss, or discrepancies arising from ERP Integration synchronization, including without limitation incorrect data posted to your ERP, failed synchronizations, or data mapping errors. You are solely responsible for maintaining appropriate checks and controls within your own financial systems.

4.5. Finofo may add, modify, or discontinue support for specific ERP Integrations at any time, subject to providing you with reasonable prior notice.

5. BETA AND PREVIEW FEATURES

5.1. Finofo may from time to time make available features, functionality, or services that are designated as "beta", "preview", "early access", "experimental", or similar (collectively, "Beta Features").

5.2. Beta Features are provided on an "as is" and "as available" basis, without any warranty, representation, or commitment of any kind. Beta Features may contain bugs, errors, or deficiencies and may not perform as expected.

5.3. Finofo may modify, suspend, or permanently discontinue any Beta Feature at any time without prior notice and without liability to you.

5.4. If you provide feedback, suggestions, or ideas regarding Beta Features or any other Services ("Feedback"), you grant Finofo a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and incorporate such Feedback into the Services without restriction or obligation to you.

5.5. Your use of Beta Features is entirely voluntary. The limitations of liability in clause 23 (Liability and Indemnity) apply to Beta Features.

6. APPLYING FOR THE FINOFO SERVICES

6.1. To use a Service, you must meet and continue to meet the eligibility criteria for that Service. The Services are available only to business entities. Individuals acting in a personal capacity are not eligible to apply for or use the Services.

6.2. When applying for any Service, you must pass our fraud checks, sanctions checks, adverse media checks, anti-money laundering and counter-terrorism checks, and any other checks as required by Applicable Laws and by our internal procedures. You must also provide us with

information and/or documents that we request, so that we can identify you (and if applicable your beneficial owners), verify your identity, and conduct the checks referred to above.

6.3. If we accept your application, we will open a Finofo Account for you, which will allow you to access the applicable Services via the Finofo Platform.

6.4. We reserve the right to accept your application for a Service and reject your application for another, or reject your application for all Services, to the extent permitted by Applicable Laws, and without providing any reason.

6.5. We may, from time to time, require additional information and/or documents, or clarifications to information and/or documents you have provided to us.

6.6. You are required to notify us in writing as soon as possible if any information and/or documents which you have provided to us change.

6.7. The information and/or documents you provide to us must be complete, accurate, and not misleading. If you do not provide us with the required information and/or documents, or if you provide inaccurate, incomplete, or misleading information and/or documents, we will not be able to open a Finofo Account for you, or, if you already have a Finofo Account, we may freeze, block, or close your Finofo Account.

Using the Finofo Platform

6.8. Through the Finofo Platform, you will be able to manage, access, and use all of the Services that you are signed up to and which Finofo has agreed to provide to you, as well as Third-Party Services which a Third Party has agreed to provide to you under separate terms.

6.9. The Finofo Platform is provided "as is" and "as available", without any representation, warranty, or undertaking of any kind, including that it will be without interruption, error free, or will meet your individual requirements, or be compatible with your hardware or software, except as otherwise set out in the Agreement. Notwithstanding the foregoing, Finofo will use commercially reasonable efforts to maintain the availability of the Finofo Platform, and will notify you of any planned maintenance that may result in material service interruption.

6.10. It is your responsibility to ensure that the system through which you are accessing the Finofo Platform (including the equipment and the software) conforms to the technical requirements as described on our Website.

Payment Services for United States Customers

6.11. For customers located in the United States, Finofo acts solely as a technology service provider and introducer. Payment Services, including e-money accounts, currency conversions, and payment processing, are provided by Third-Party partners that are registered as Money Services Businesses with the Financial Crimes Enforcement Network (FinCEN) and hold applicable state licenses. Finofo is not registered as a money transmitter or Money Services Business in the United States and does not transmit, hold, or control funds in the United States.

Using the Finofo Platform and Services outside Canada and the United States of America

6.12. The Finofo Platform and the Services may not be available in countries where their use is prohibited by local law or prohibited by Finofo’s internal policies. We will not be responsible for

the use of the Finofo Platform and/or Services in countries where the use of such is prohibited, and the availability of the Finofo Platform and/or Service in any territory or jurisdiction should not be construed as any acknowledgment on our part as to the legality of such provision.

7. YOUR CAPACITY

7.1. An individual who is specifically authorized to act on your behalf (e.g., a director, senior manager, or other designated individual) ("Authorized Representative") may use the Finofo Platform and Services, communicate with us, give us instructions, and/or enter into transactions or FX Contracts via your Finofo Account.

7.2. With respect to any individual specifically authorized to act on your behalf, either directly or indirectly through a chain of authorization initiated by an Authorized Representative (collectively referred to as "Representatives"):

7.2.1. any action or inaction by your Representatives will be treated as your own action or inaction. You are fully responsible and liable for all acts, omissions, and consequences thereof, undertaken by any Representatives;

7.2.2. we will treat only you, the legal entity entering into the Agreement with us, as our client. Representatives shall not be considered our clients under this Agreement;

7.2.3. subject to Applicable Laws, you will, upon our request, inform us of the identity, address, and any other necessary details of any Representatives and provide evidence of their authorization; and

7.2.4. subject to Applicable Laws, we may, but are under no obligation to, verify that a person is in fact your Representative.

7.3. We will assume that you are acting as principal on your own account unless we agree to you acting as an agent for another person or entity ("Underlying Principal").

7.4. Where you are acting on behalf of an Underlying Principal: (a) we will treat only you as our client; (b) references to "you" mean the legal person entering into the Agreement with us, not the Underlying Principal; and (c) subject to Applicable Laws, you will at our request inform us of the identity, address, and any other details of the Underlying Principal.

8. COMMUNICATIONS

8.1. You have provided express consent to us communicating with you, including providing you with information, statements, and notifications (including notifications about changes to the Agreement), via electronic communication such as the Platform, email, push notifications, our Website, and pdf documents or by any other durable medium. We may also communicate with you using other methods required by Applicable Laws.

8.2. When communicating with you, we will use the contact details you gave us when you applied for the Services. If your details change, including your email address, contact numbers, name, address, country of residence, or nationality, you must tell us as soon as possible.

8.3. Our Agreement with you, and all information, statements, and notifications between you and us, will be in English and we will communicate in English, subject to clause 30 (Language). If we provide documents in another language and there is an inconsistency, the English version will prevail, except where applicable law provides otherwise.

8.4. If you have any questions about the Agreement, you can contact us: (a) by our in-app chat; and (b) by email at info@finofo.com.

PART 2 – COMMERCIAL TERMS

9. COSTS, CHARGES, AND BILLING

Subscription Fees

9.1. Access to certain Services is subject to payment of applicable Subscription Fees, which shall be due and payable in accordance with the billing cycle specified in the applicable Service Order or, for self-serve customers, as selected during the sign-up process on the Finofo Platform.

9.2. Subscription Fees shall be payable on the billing frequency (monthly or annual) specified in the applicable Service Order or as selected at the time of self-serve sign-up, unless otherwise expressly agreed in writing by Finofo.

9.3. You authorize Finofo to automatically charge the payment method on file for all applicable Subscription Fees and taxes when due, without further authorization, until you provide written notice of cancellation in accordance with clause 9.10.

Transaction Fees

9.4. In addition to Subscription Fees (if applicable), certain Services are subject to Transaction Fees, including without limitation per-payment fees for domestic and international payments, FX conversion spreads, and other transaction-based charges. Transaction Fees applicable to your account will be disclosed: (a) in the applicable Service Order; (b) on the Finofo Platform prior to you authorizing a transaction; and/or (c) on the pricing shown to you at the time of self-serve sign-up. Finofo reserves the right to modify Transaction Fees from time to time, subject to providing you with reasonable prior notice.

9.5. All fees, costs, charges, and similar associated with any Services are shown to you prior to you entering into the FX Contract or executing a payment, on a Confirmation, in a Service Order, or on the Platform.

Taxes

9.6. All fees for the Services are subject to applicable sales taxes in Canada, which will be added to your total charges where required by law. You are responsible for any taxes applicable to your jurisdiction. Finofo will collect and remit sales taxes as required by Applicable Laws in the jurisdictions where it has a tax collection obligation.

Late Payment and Default

9.7. You will promptly pay to us when due all amounts owing, and you authorize us to charge the payment method on file, or to set off against any Subscription Fee credits or prepaid

balances on your Finofo Account, amounts reflecting any fees, costs, charges, and similar which you owe to us, without deduction, counterclaim, or set-off.

9.8. If you fail to pay any amounts due under the Agreement, Finofo may, at its sole discretion and without limiting any other rights or remedies:

9.8.1. suspend or restrict access to the Services in accordance with clause 25 (Blocking or Freezing Your Account), or terminate the Agreement in accordance with clause 26 (Term and Termination);

9.8.2. charge interest on overdue amounts at the lesser of 1.5% per month or the maximum rate permitted by Applicable Laws, accruing from the due date until payment is received in full;

9.8.3. initiate collection proceedings, in which case you shall be responsible for all reasonable costs incurred, including legal fees and collection agency charges.

9.9. Failure to remedy any overdue payment within the time period specified in a written notice from Finofo may result in permanent termination of access to the Services and forfeiture of any remaining subscription period without refund.

Cancellation and Refunds

9.10. You may cancel your subscription by providing written notice to Finofo at least thirty (30) days prior to the end of the then-current billing cycle, unless a different notice period is specified in the applicable Service Order. All fees paid for the current subscription term are non-refundable, and cancellation shall be effective only at the end of the current billing cycle. No partial or prorated refunds shall be issued.

9.11. If Finofo terminates your access to the Services due to a breach of the Agreement, no refunds or credits will be issued for any remaining subscription period.

Fee Modifications

9.12. Finofo reserves the right to modify Subscription Fees and Transaction Fees. For Subscription Fees, any adjustments shall take effect at the beginning of the next renewal term, provided that you are given at least thirty (30) days' prior written notice. For Transaction Fees, changes shall take effect upon reasonable prior notice to you.

Reinstatement of Services

9.13. If your access to the Services is suspended or terminated due to non-payment, reinstatement may be granted at Finofo's sole discretion upon full payment of all outstanding amounts, including any applicable interest, fees, and reinstatement charges.

10. SERVICE ORDERS

10.1. For sales-led customers, the specific Services, pricing, usage limits, and other commercial terms applicable to you will be set out in a written service order executed by you and Finofo (a "Service Order"). Each Service Order is incorporated into and forms part of the Agreement.

10.2. In the event of any conflict between the terms of a Service Order and these Terms of Use, the terms of the Service Order shall prevail to the extent of the conflict, but only with respect to the subject matter expressly addressed in the Service Order.

10.3. Unless otherwise specified in the Service Order, each Service Order shall automatically renew for successive terms of the same duration unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term, or such other notice period as specified in the Service Order.

11. USAGE LIMITS AND OVERAGES

11.1. Certain Services may be subject to usage limits, including without limitation limits on the number of invoices processed, the number of users, and the number of legal entities or subsidiaries. Applicable usage limits will be specified in the applicable Service Order or, for self-serve customers, on the Finofo Platform at the time of sign-up.

11.2. Finofo will use reasonable efforts to notify you when your usage approaches or exceeds the applicable limits, but such notification is not guaranteed.

11.3. If your usage exceeds the applicable limits, Finofo may automatically charge you for the excess usage at the overage rates specified in the applicable Service Order or on the Finofo Platform. You authorize Finofo to charge the payment method on file for any such overage charges.

11.4. Finofo reserves the right to suspend or restrict access to certain Services if usage limits are materially and persistently exceeded and you fail to remedy such excess usage or agree to appropriate adjustments within a reasonable period following notice from Finofo.

Document Processing Usage Measurement

11.5. Where a Service Order, pricing plan, or statement of work specifies usage limits or fees by reference to a quantity of "invoices", "documents", or similar units processed through the Platform Services described in clauses 2.1.1 and 2.1.2, the quantity shall be determined in accordance with clauses 11.5 to 11.9 unless the applicable Service Order, pricing plan, or statement of work expressly specifies a different counting methodology. For the avoidance of doubt, references to "invoices" in a Service Order or pricing plan include all files and documents submitted to the Platform for processing through AI Features, regardless of document type (including, without limitation, invoices, purchase orders, goods received notes, packing slips, credit notes, and other business documents).

11.6. Each file or document submitted to the Platform for processing through AI Features (including through email forwarding, file upload, messaging integration, or any other supported ingestion channel) is processed by Finofo's automated document splitting functionality, which may separate a single submitted file into one or more individual documents based on content boundaries detected by the AI Features (each, a "Split Document"). Where the Platform does not split a submitted file, the file in its entirety shall be treated as a single Split Document for the purposes of this clause 11.

11.7. Each Split Document shall count as one (1) unit against the applicable usage limit or fee quantity, provided the Split Document does not exceed five (5) pages. Where a Split Document exceeds five (5) pages, one (1) additional unit shall be counted for each additional block of up to

five (5) pages or part thereof. For clarity, the number of units attributable to a single Split Document is calculated as the number of pages in the Split Document divided by five (5), rounded up to the nearest whole number, but not less than one (1).

11.8. By way of example only: (a) a three-page Split Document counts as one (1) unit; (b) a five-page Split Document counts as one (1) unit; (c) a six-page Split Document counts as two (2) units; (d) a twelve-page Split Document counts as three (3) units; and (e) a submitted file that is separated into four Split Documents of three pages each counts as four (4) units.

11.9. The document splitting and page-counting processes are performed automatically by the Platform. Notwithstanding clauses 3.2 and 3.3, the automated splitting and page-counting methodology described in clauses 11.6 to 11.8 constitutes the definitive basis for usage measurement and billing under this clause 11. Finofo will make reasonable efforts to ensure the accuracy of the automated splitting, but does not guarantee that splitting results will match your expectations in every case. You may review your usage and Split Document counts through the reporting functionality available on the Finofo Platform.

12. PLAN CHANGES

12.1. Self-serve customers may upgrade or downgrade their plan through the Finofo Platform, subject to availability.

12.2. Plan upgrades will take effect immediately or at the beginning of the next billing period, as specified on the Finofo Platform. Plan downgrades will take effect at the beginning of the next billing period. No refunds or credits will be issued for the current billing period in connection with a plan change.

12.3. For customers with a Service Order, plan changes require a written amendment to the Service Order agreed by both parties.

PART 3 – YOUR OBLIGATIONS

13. KEEPING YOUR FINOFO ACCOUNT AND ACCESS TO THE PLATFORM SAFE

13.1. It is your responsibility to take all reasonable steps to keep your access to the Finofo Platform and Accounts safe, including keeping your security details (such as your username and password) secret and selecting a strong, unique password.

13.2. You will change your security details immediately and contact us as soon as possible if you think someone else knows your security details.

13.3. We may block access to our Services where we consider at our sole discretion that it is necessary for security or legal reasons.

13.4. You must not give any third party or unauthorized persons (including minors) any access to and/or control of your Finofo Account. If you give another person access to your Finofo Account, you do so at your own risk and we will not be responsible for the decisions of that person.

14. RULES OF USE

14.1. You agree to follow the following Rules of Use when accessing and using the Finofo Platform and any Service on the Platform:

General Rules

14.1.1. you will use the Finofo Platform and the Services honestly, fairly, in good faith, and for reasonable commercial purposes;

14.1.2. you will not use the Finofo Platform or the Services in a way which breaches the Agreement;

14.1.3. you will comply with all Applicable Laws in your use of the Finofo Platform and the Services;

Platform and Technology Rules

14.1.4. you will not upload or transmit any malicious code, virus, worm, Trojan horse, or other harmful material to the Finofo Platform;

14.1.5. you will not use any software, artificial intelligence, ultra-high speed or mass data entry, automated scripts, bots, or similar means which in our reasonable discretion might manipulate, game, abuse, or give you an unfair advantage when using the Finofo Platform or the Services;

14.1.6. you will not attempt to reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying models of the Finofo Platform or any AI Features;

14.1.7. you will not attempt to disable, bypass, modify, defeat, or otherwise circumvent any security measures, access controls, or protection systems applied to or used as part of the Finofo Platform or the Services;

14.1.8. you will not use the Finofo Platform or access to the Services for the purposes of competitive intelligence, benchmarking, or building a competing product or service;

14.1.9. you will not access the Finofo Platform through automated means (including scraping, crawling, or automated data collection) except through APIs provided by Finofo for that purpose;

14.1.10. you will not share your account credentials with any person not authorized as a Representative on your account;

14.1.11. you will not upload files or content to the Finofo Platform that are fraudulent, misleading, defamatory, obscene, or that you do not have the right to upload;

14.1.12. you will not use the Finofo Platform in a manner that places excessive or disproportionate load on our infrastructure;

Payment and Financial Rules

14.1.13. you will not use the Finofo Platform, the Payment Services, and/or enter into any contracts, transactions, and/or financial instruments which in our reasonable discretion may be unfair, abusive, manipulative, or illegal;

14.1.14. you will not exploit errors in prices, exchange rates, or other information displayed on the Finofo Platform;

14.1.15. you will not exploit or rely on price latency or arbitrage opportunities; and

14.1.16. you will not violate exchange rules or securities or commodities laws, regulations, or rules.

14.2. If you breach any of the Rules of Use, Finofo will record such breach. We may also cancel your orders, freeze, block and/or terminate any of the Services, your Finofo Account, and/or our Agreement with you. Finofo may, but is not required to, give you notice of this, subject to any Applicable Laws.

15. RECORD KEEPING

15.1. We may maintain a record of all electronic communications sent by or to us. All those records will be maintained at our absolute discretion and are our property and can be used by us in the case of a dispute.

15.2. Our records, including Confirmations, unless shown to be wrong, will be evidence of your dealings with us in connection with the Services.

15.3. We may keep records of information about you, your transactions, and other information which you have provided to us during the term of the Agreement in accordance with Applicable Laws. The specific retention periods for each category of information are set out in Section 10 (Data Retention) of our Privacy Policy. In no event shall any category of information be retained for longer than seven (7) years following termination of the Agreement, unless a longer period is required by Applicable Laws.

PART 4 – GENERAL TERMS

16. DATA PROTECTION AND PRIVACY

16.1. We are committed to handling personal information provided to us responsibly and in accordance with Applicable Laws, including applicable Canadian and United States privacy laws. By entering into the Agreement, you agree and acknowledge that you have been provided with and have read our Privacy Policy, which is available on our Website.

16.2. The personal information we collect from you may be shared with fraud prevention agencies and Third Parties who will use it to prevent fraud and money-laundering and to verify your identity. For further details please see our Privacy Policy.

16.3. Where required by Applicable Laws applicable to either Party, Finofo will enter into a Data Processing Agreement with you governing the processing of personal information in connection with the Services.

17. CUSTOMER DATA

17.1. For the purposes of this clause, "Customer Data" means all data, documents, files, information, and content that you or your Representatives upload, submit, transmit, or otherwise make available to the Finofo Platform in connection with your use of the Services, including without limitation invoices, purchase orders, goods received notes, vendor information, financial data, and ERP data.

17.2. As between you and Finofo, you retain all ownership rights in your Customer Data. Nothing in the Agreement transfers ownership of Customer Data to Finofo.

17.3. You grant Finofo a non-exclusive, worldwide, royalty-free license to use, process, store, reproduce, and display Customer Data solely for the purposes of providing and maintaining the Services to you, and as otherwise permitted under the Agreement. This license terminates upon the later of termination of the Agreement or the expiry of the data retention period set out in clause 17.6.

17.4. You represent and warrant that you have all necessary rights, permissions, and consents to upload Customer Data to the Finofo Platform and to grant the license in clause 17.3, and that Customer Data does not infringe any third-party rights.

17.5. Following termination of the Agreement, access to the Finofo Platform and Customer Data will be terminated immediately. You may request an export of your Customer Data by contacting Finofo in writing prior to or within thirty (30) days of termination. Data export requests are subject to service fees. Finofo will provide a written estimate of service fees before performing the export, and the export will only proceed upon your written acceptance of the estimate. Exports will be provided in a structured, commonly used format as determined by Finofo. Requests made more than thirty (30) days after termination may be declined at Finofo's sole discretion.

17.6. Finofo will retain Customer Data in accordance with the retention periods set out in Section 10 (Data Retention) of our Privacy Policy, subject to a maximum of seven (7) years following termination of the Agreement unless a longer period is required by Applicable Laws. After the expiry of the applicable retention period, Finofo will delete or anonymize Customer Data in accordance with its internal data management policies.

17.7. Notwithstanding anything else in the Agreement, Finofo may create, collect, and use Aggregated Data for any lawful business purpose, including product improvement, benchmarking, analytics, trend analysis, and the development of new services. "Aggregated Data" means data that has been combined with data from other sources and anonymized or de-identified such that it cannot reasonably be used to identify you, any individual, or any specific transaction. Aggregated Data is not Customer Data and is not subject to the restrictions in this clause 17. Finofo will not use Aggregated Data in any manner that would reveal your specific business operations, transaction patterns, or vendor relationships to any third party. Finofo's rights under this clause survive termination of the Agreement.

18. CONFIDENTIALITY

18.1. Subject to the following provisions of this clause, each Party shall treat as strictly confidential and shall not use for any purpose other than one connected with the Agreement, all

information received or obtained as a result of entering into or performing the Agreement which relates to: (a) the provisions of the Agreement; (b) the Finofo Account, Finofo Platform, the Services, and/or Third-Party Services; or (c) the other Party or a member of its Group or its or their affairs (such information being "Confidential Information").

18.2. Each Party may, subject to compliance with Applicable Laws, disclose Confidential Information: (a) to its directors, executives, and employees on a strictly need-to-know basis; (b) to the professional advisors and auditors of that Party; (c) where required by Applicable Laws or any regulatory or governmental body; (d) where the information has come into the public domain through no fault of that Party; (e) where the other Party has given prior written consent; (f) where the information was already known to the receiving Party prior to its disclosure; and/or (g) where such disclosure is in accordance with the Agreement.

18.3. Finofo may, subject to compliance with Applicable Laws, disclose Confidential Information to Third Parties which provide or will provide Third-Party Services to you, and to sub-processors used in connection with AI Features, in each case solely for the purposes of providing the Services.

19. OUR INTELLECTUAL PROPERTY

19.1. All Intellectual Property rights in the Finofo Platform, AI Features, and all content included in or made available as part of our Services, is the property of Finofo, its affiliates, or its licensors and is protected by local and international intellectual property laws and treaties.

19.2. Subject to the terms of the Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Finofo Platform in accordance with the terms of the Agreement for the duration of the Agreement.

19.3. You must not modify, copy, display, distribute, or commercially exploit any of our Intellectual Property Rights or materials, remove any proprietary notices, reverse-engineer any of our products, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Services.

20. VARIATION

General Variations

20.1. Finofo may amend these Terms from time to time. If such changes materially impact your financial obligations (including modifications to fees, billing cycles, and payment terms), Finofo shall provide at least thirty (30) days' prior written notice before the changes take effect.

20.2. Changes to non-financial terms may be made with a minimum of seven (7) days' notice, except where such changes benefit you or do not materially affect your obligations under these Terms.

20.3. Subject to clause 20.4, your continued use of the Services after the notice period shall constitute acceptance of the changes. If you do not agree to a variation, you may terminate the Agreement by providing written notice to Finofo within the applicable notice period, in which case: (a) the variation shall not apply to you; (b) the Agreement shall terminate at the end of the notice period; and (c) Finofo shall issue a pro-rata refund of any prepaid Subscription Fees for

the unused portion of the then-current billing cycle or subscription term following the effective date of termination.

Material Variations Requiring Express Consent

20.4. Certain changes are material variations that require your express consent (by click-through acceptance, written confirmation, or other affirmative action) and cannot take effect through continued use alone. Material variations include changes that:

20.4.1. alter Finofo's role from technology service provider and introducer to principal or counterparty in connection with the Payment Services (including activation of MSB operations as described in Schedule 1, clause 1.2);

20.4.2. introduce new categories of third-party recipients of personal information beyond those described in the Privacy Policy at the time of your most recent consent, or materially expand the scope of personal information shared with existing categories of recipients;

20.4.3. modify the data sharing arrangements described in Schedule 2 (Third-Party Services) in a manner that expands the scope of information shared or the purposes for which it is shared; or

20.4.4. remove or materially reduce the aggregate liability cap set out in clause 23.2A.

20.5. Where a material variation under clause 20.4 is proposed, Finofo shall: (a) provide at least thirty (30) days' prior written notice describing the proposed change and the reason for it; (b) clearly identify the change as requiring express consent; and (c) provide you with a mechanism to accept or decline the change. If you do not provide express consent within the notice period, the proposed change shall not apply to you, and you may continue to use the Services under the existing terms. If Finofo determines that it cannot continue to provide the Services to you without the proposed change taking effect, Finofo may terminate the Agreement upon thirty (30) days' written notice, in which case clause 20.3(c) (pro-rata refund) shall apply. This clause 20.5 applies to variations proposed by Finofo and does not apply to changes to Third-Party terms under Schedule 2, which are governed by clause 2.3 of Schedule 2.

21. DISPUTES

Step 1: Senior Management Escalation

21.1. If any claim, dispute, or difference arising under, out of, or in connection with the Agreement (a "Dispute") arises between the Parties which cannot be resolved informally, either Party may refer the Dispute to the managing director, CEO, or personnel of similar seniority for resolution within thirty (30) calendar days of its referral, or a longer period as agreed between the Parties.

Step 2: Mediation

21.2. If the Dispute is not resolved through senior management escalation within the period specified in clause 21.1, either Party may refer the Dispute to mediation administered by the ADR Institute of Canada (or such other mediation body as the Parties may agree) in accordance with its then-current mediation rules. The mediation shall take place in Calgary, Alberta, unless the Parties agree otherwise, and may be conducted virtually by agreement of the Parties.

21.3. The Parties shall participate in the mediation in good faith and shall each bear their own costs, with the mediator's fees and expenses shared equally between the Parties.

Step 3: Binding Arbitration

21.4. If the Dispute is not resolved through mediation within sixty (60) calendar days of the appointment of the mediator (or such longer period as the Parties may agree), the Dispute shall be finally resolved by binding arbitration in accordance with the Arbitration Act, RSA 2000, c A-43. The arbitration shall be conducted in Calgary, Alberta, in English, before a single arbitrator appointed by agreement of the Parties or, failing agreement within fourteen (14) days, by the ADR Institute of Alberta. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs of the arbitration, including legal fees. The arbitrator's fees and administrative costs shall be allocated by the arbitrator in the award.

Carve-Outs

21.5. Nothing in this clause 21 shall prevent either Party from: (a) seeking urgent injunctive or other interim relief from a court of competent jurisdiction where necessary to protect its rights or property; (b) commencing proceedings in respect of any Dispute involving amounts less than CAD $50,000, without first completing the escalation, mediation, and arbitration steps set out above; or (c) filing a complaint with, or cooperating with, any regulatory authority with jurisdiction over the Parties.

Class Action Waiver

21.6. To the fullest extent permitted by Applicable Laws, you agree that any Dispute will be resolved on an individual basis only. You waive any right to participate as a plaintiff or class member in any purported class action, class arbitration, collective action, or representative proceeding arising out of or relating to the Agreement.

22. FORCE MAJEURE EVENTS

22.1. If a Force Majeure Event occurs, the availability and speed of any or all of our Platform and/or Services, and any of our obligations under the Agreement may be delayed, may not be available, or may not be carried out. We will not be liable to you for any Loss which you incur as a result.

22.2. We will use commercially reasonable efforts to resume normal performance of our Platform and/or Services after a Force Majeure Event occurs.

22.3. We will notify you in writing as soon as practicable that a Force Majeure Event has occurred.

23. LIABILITY AND INDEMNITY

23.1. We are not liable for any Loss you incur under or in connection with:

23.1.1. any action or inaction we take in accordance with our rights and obligations under the Agreement;

23.1.2. any action or inaction we take in order to comply with Applicable Laws or any direction from a regulatory body or legal authority;

23.1.3. you not being able to access any of our Services due to an internet connection issue, or your device not meeting the technical requirements;

23.1.4. any action or inaction of any Third Party, counterparty, or other third party;

23.1.5. any planned or essential maintenance performed to our systems;

23.1.6. any Force Majeure Event;

23.1.7. any action or inaction we take in response to a Default Event which relates to you;

23.1.8. any changes in market conditions which affect a transaction or FX Contract;

23.1.9. any tax implications of any Services;

23.1.10. any action or inaction by you in breach of the Agreement, or you acting fraudulently, with gross negligence, or in wilful default;

23.1.11. any errors, inaccuracies, or omissions in AI Feature outputs, including without limitation incorrect classifications, extractions, coding suggestions, or matching results;

23.1.12. any errors, data loss, or discrepancies arising from ERP Integration synchronization;

23.1.13. your reliance on AI Feature outputs without Appropriate Verification and Review (as defined in clause 23.5); and

23.1.14. any third-party fines, fees, costs, and charges which you incur when using the Services or the Platform.

23.2. Except as set out in clause 23.3, we shall not be liable for any loss of profit, goodwill, business, revenue, or opportunity, or any special, indirect, or consequential losses arising under or in connection with the Agreement whether arising out of negligence, breach of contract, misrepresentation, or breach of Applicable Laws.

23.2A. Subject to clause 23.3, Finofo's total aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the greater of: (a) the total fees actually paid by you to Finofo under the Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim (or, where the Agreement has been in effect for less than twelve months, the total fees paid since the Effective Date); or (b) five thousand Canadian dollars (C$5,000). The aggregate liability cap in this clause applies to the total of all claims by you arising under or in connection with the Agreement, regardless of the number of events, incidents, or causes of action giving rise to such claims. This limitation shall not apply to: (a) liability arising from fraud or willful misconduct by Finofo; or (b) any liability that cannot be limited under Applicable Laws.

23.3. Nothing in the Agreement shall exclude or limit our liability or responsibility to you for death or personal injury caused by our negligence, for any damage or liability incurred by you as

a result of fraud or fraudulent misrepresentation by us, or any liability that cannot be excluded or limited under Applicable Laws.

23.4. You shall indemnify and hold us harmless from and against any Loss which we suffer and for any third-party claim for Loss made against us, which arises out of or in connection with:

23.4.1. your breach of the terms of the Agreement;

23.4.2. any representation, warranty, or undertaking you make to us proving incorrect or untrue in any material respect;

23.4.3. a Default Event which relates to you, any of your Representatives, or your Underlying Principal;

23.4.4. you failing to provide required information or providing incorrect, incomplete, or misleading information;

23.4.5. you breaching the Rules of Use;

23.4.6. Customer Data uploaded by you infringing any third-party rights; and/or

23.4.7. your reliance on AI Feature outputs without Appropriate Verification and Review.

23.5. For the purposes of clauses 23.1.13 and 23.4.7, "Appropriate Verification and Review" means reviewing AI-generated outputs through the Platform's configured approval workflows and exercising reasonable professional judgment before approving any action based on such outputs, including cross-referencing extracted data against source documents where material financial decisions are involved.

24. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

24.1. Each Party warrants, represents, and undertakes to the other that at all times during the term of the Agreement:

24.1.1. it is organized and validly existing under the laws of its jurisdiction of incorporation;

24.1.2. it has full power and authority to enter into and perform its obligations under the Agreement;

24.1.3. entry into the Agreement and performance of its obligations will not breach any Applicable Laws; and

24.1.4. entry into the Agreement and performance of its obligations will not infringe any third-party Intellectual Property rights.

24.2. You represent, warrant, and undertake that at all times during the term of the Agreement:

24.2.1. you are a business entity duly organized and in good standing under the laws of your jurisdiction;

24.2.2. you are acting for your own account, unless you have notified us and we have agreed in writing that you are acting for an Underlying Principal;

24.2.3. you have made your own independent decisions to use the Platform and the Services;

24.2.4. all information and documents that you supply are true, accurate, complete, and not misleading;

24.2.5. you are in compliance with all Applicable Laws concerning bribery, anti-money laundering, sanctions, and financial crime; and

24.2.6. all money that you use through the Services does not originate from any criminal activity.

25. BLOCKING OR FREEZING YOUR ACCOUNT

25.1. We may at any time freeze or block the Platform or any of the Services, including your ability to enter into new transactions, with immediate effect and without prior notice, if:

25.1.1. a Default Event occurs;

25.1.2. a Force Majeure Event occurs;

25.1.3. you fail to pay any fees, charges, or other amounts due under the Agreement;

25.1.4. we require you to provide information and/or documents and you cannot or do not provide them, or they are inaccurate or misleading;

25.1.5. you breach the Rules of Use;

25.1.6. any representation, warranty, or undertaking you make to us proves incorrect or untrue;

25.1.7. we are asked to do so by a Regulatory Authority;

25.1.8. in our reasonable opinion there is a material decrease in your creditworthiness or solvency; and/or

25.1.9. subject to Applicable Laws, we reasonably determine that: (i) your use of the Platform poses a material risk of fraud, financial crime, money laundering, or sanctions non-compliance; (ii) you are subject to legal proceedings, regulatory investigation, or an order of a court or Regulatory Authority that is materially inconsistent with your continued use of the Platform; (iii) a Third-Party partner with whom you hold accounts or through whom your transactions are processed has suspended, restricted, or terminated services in respect of your account; or (iv) continued access to the Platform would expose Finofo, or any Third-Party partner, to material legal, regulatory, or reputational risk that cannot reasonably be mitigated by a less restrictive measure.

25.2. For the avoidance of doubt, any freeze or block imposed by Finofo under clause 25.1 applies solely to your access to the Finofo Platform and to Finofo's facilitation of instructions on

your behalf. Finofo is a technology service provider and introducer and does not hold, control, or safeguard your funds. Any funds held in accounts provided through a licensed Third-Party partner are subject to the terms governing your relationship with that Third-Party partner, and any freeze of your Platform access does not constitute, and shall not operate as, a freeze or restriction on those funds. Nothing in this clause 25 limits the ability of a Third-Party partner to take action in respect of accounts or funds held by it, nor does it limit any obligation of a Third-Party partner arising under Applicable Laws or its own regulatory obligations.

26. TERM AND TERMINATION

26.1. The Agreement continues indefinitely until terminated by a Party in accordance with this clause 26.

26.2. Either Party may terminate the Agreement at any time by giving the other Party not less than thirty (30) days' prior written notice, unless a different notice period is specified in the applicable Service Order.

26.3. We may at any time terminate the Agreement with immediate effect by giving written notice to you if: (a) a Default Event occurs; (b) a Force Majeure Event occurs; (c) you fail to pay any fees due within the period specified in a written notice; (d) you breach the Rules of Use; (e) any representation or warranty you make proves materially incorrect or misleading; (f) we are asked to do so by a Regulatory Authority; (g) there is a material decrease in your creditworthiness or solvency; and/or (h) subject to Applicable Laws, we reasonably determine that: (i) your use of the Platform poses, or is likely to pose, a material risk of fraud, financial crime, money laundering, or sanctions non-compliance; (ii) you are subject to legal proceedings, regulatory investigation, or an order of a court or Regulatory Authority that is materially inconsistent with your continued use of the Platform or Finofo's continued facilitation of Payment Services on your behalf; (iii) a Third-Party partner through whom Payment Services are facilitated has permanently terminated services in respect of your account and no suitable alternative partner is available; or (iv) continued performance of the Agreement would, in Finofo's reasonable opinion, expose Finofo or any Third-Party partner to material legal or regulatory liability that cannot be adequately addressed through suspension or less restrictive action under clause 25.

26.4. You may at any time terminate the Agreement with immediate effect by giving written notice to Finofo if a Default Event occurs or a Force Majeure Event occurs.

Effect of Termination

26.5. On termination, we may block, freeze, and take whichever action is required to cease your access to the Finofo Platform and the relevant Services.

26.6. Following termination, each party will cease to use and, as soon as reasonably practicable, return to the other party or destroy any Confidential Information or Intellectual Property of the other party, save to the extent required for compliance with ongoing obligations under the Agreement or Applicable Laws.

26.7. Termination of the Agreement (howsoever arising) is without prejudice to the rights, obligations, and liabilities of either party which have accrued prior to termination.

26.8. The following clauses will survive the termination of the Agreement: clause 9 (Costs, Charges, and Billing), clause 15 (Record Keeping), clause 16 (Data Protection and Privacy), clause 17 (Customer Data), clause 18 (Confidentiality), clause 19 (Intellectual Property), clause 21 (Disputes), clause 23 (Liability and Indemnity), clause 26 (Term and Termination), and clause 28 (Miscellaneous).

27. ASSIGNMENT AND NOVATION

27.1. We may assign, transfer, and/or novate the Agreement and/or any of our rights and/or obligations to another appropriately regulated firm, provided we are satisfied they will treat you in the same way we do. Before we do this, we will give you thirty (30) days' notice.

27.2. If you do not want us to transfer your Finofo Account, you must let us know within the thirty days' notice period, in which case we will take this as your instruction to close your Finofo Account. Otherwise, your continued access to the Finofo Platform will be considered as acceptance.

27.3. You may not assign, transfer, and/or novate the Agreement and/or any of your rights and/or obligations to another person without our prior written agreement.

28. MISCELLANEOUS

28.1. (No waiver of rights) Any failure or delay on the part of any Party in exercising any right, power, or privilege under the Agreement is not and should not be presumed to be a waiver thereof.

28.2. (No waiver of breaches) No breach of any provision of the Agreement shall be waived or discharged except with the express written consent of the other Party.

28.3. (Remedies cumulative) The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by Applicable Laws.

28.4. (Governing law) The Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Alberta, Canada.

28.5. (Exclusive jurisdiction) Subject to clauses 21.4 and 21.5, each Party irrevocably agrees that the courts of Alberta shall have exclusive jurisdiction to hear and decide any suit, action, or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to the Agreement.

28.6. (Severability) In the event that any provision of the Agreement should be held invalid, illegal, or unenforceable, such provision will be severed and the remaining provisions will remain in full force and effect.

28.7. (Notices) A notice, confirmation, instruction, request, approval, consent, or other communication in connection with the Agreement must be in writing (which includes electronically) and may be sent by post, email, or made available on our Website or Platform.

28.8. (No third-party rights) A third party will not be able to benefit from or enforce a term of the Agreement, except that each Third Party described in Schedule 2 may rely on your acceptance of its terms pursuant to clause 2.3 of Schedule 2, as constituting your agreement to that Third Party's terms.

28.9. (Co-operation) If any action or proceeding is brought by or against us by a third party in relation to the Agreement, you agree to co-operate with us to the fullest extent possible in the defence or prosecution of such action or proceeding.

28.10. (Time is of the essence) Time shall be of the essence in respect of all obligations of yours under the Agreement.

28.11. (Entire agreement) The Agreement (including all Service Orders, Schedules, and documents incorporated by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, and representations.

28.12. (Limitation period) Any claim or cause of action arising out of or in connection with the Agreement must be commenced within twelve (12) months after the date on which the claimant knew or ought reasonably to have known of the facts giving rise to the claim. Any claim not commenced within this period is permanently barred to the fullest extent permitted by Applicable Laws.

29. DEFINITIONS AND INTERPRETATION

29.1. In the Agreement, unless otherwise indicated, the following words and expressions have the meaning set out below:

"Aggregated Data" has the meaning given in clause 17.7;

"Appropriate Verification and Review" has the meaning given in clause 23.5;

"Applicable Laws" means all applicable law and regulation, including (but not limited to) the articles, by-laws, rules, regulations, policies, procedures, and any other applicable regulatory, self-regulatory, or governmental authority requirements, in any jurisdiction in which the Services are offered or used, including without limitation laws relating to anti-money laundering, counter-terrorism financing, sanctions, privacy, data protection, consumer protection, and financial services;

"Beta Features" has the meaning given in clause 5.1;

"Billing Cycle" means the recurring period for which Subscription Fees are charged, as specified in the applicable Service Order or at the time of self-serve sign-up;

"Business Day" means Monday to Friday during hours on which commercial and clearing banks are open for general business in Canada, excluding Canadian public holidays;

"Buy Currency" means the currency which you are buying in accordance with the terms of the FX Contract;

"Confirmation" means a written confirmation provided to you via the Finofo Platform confirming the details of the FX Contract entered into between you and the applicable Third-Party partner;

"Contract Date" means the date on which an FX Contract is entered into between you and the applicable Third-Party partner, as specified in the Confirmation;

"Customer Data" has the meaning given in clause 17.1;

"Default Event" means: (a) if a Party has any authorisation necessary for lawful performance of its obligations ceases or is terminated; (b) a material breach of the Agreement; (c) a material or persistent breach that remains unremedied within seven days of notice; (d) a Party's insolvency; (e) Change of Control affecting a Party's ability to perform; (f) you failing to pay any fees or liabilities by the due date; (g) you entering into liquidation or bankruptcy; (h) you becoming subject to an administration order or receiver appointment; (i) we consider it reasonably necessary to prevent a violation of Applicable Laws; (j) you are in material breach of any term of the Agreement; and/or (k) you have acted in an unfair or abusive manner, including by breaching the Rules of Use;

"Effective Date" means the date on which the Agreement takes effect in accordance with clause 1.3, being the date on which you first accepted the Agreement (whether by click-through acceptance, execution of a Service Order, or otherwise);

"ERP Integration" has the meaning given in clause 4.1;

"Feedback" has the meaning given in clause 5.4;

"Finofo Account" or "Account" means a user account operated by Finofo through which you can access Services and Third-Party Services;

"Finofo Platform" or "Platform" means the mobile, desktop, and/or web-based application which lets you use, manage, and monitor the Services and/or Third-Party Services that you are signed up to;

"Services" are defined at clause 2.1, comprising Platform Services and Payment Services;

"Force Majeure Event" means an event which is unlikely to be foreseeable, as determined by Finofo in our reasonable opinion, and includes: (a) fire, strike, riot, civil unrest, lockout, terrorist act, war, industrial action, or malicious damage; (b) natural disasters; (c) epidemics, pandemics, or public health emergencies; (d) acts or regulations of government that prevent us from providing Services; (e) technical failures in transmission, communication, or computer facilities; and/or (f) in relation to FX Contracts, failure of any supplier or service provider, liquidity providers not providing liquidity, significant market disruption, suspension or closure of any exchange, or imposition of unusual terms by a government;

"FX Contract" means a foreign exchange contract between you (or your Underlying Principal) and a Third-Party partner, facilitated through the Finofo Platform, where you agree to purchase Buy Currency and the Third-Party partner agrees to sell Buy Currency to you in exchange for the Sell Currency, with delivery on the Settlement Date;

"FX Forward" means an FX Contract where the Settlement Date is more than two Business Days from the Contract Date (or beyond the period generally accepted in the market for that currency pair as the standard delivery period, whichever longer). FX Forwards facilitated through the Platform are subject to the additional provisions in Schedule 1, clause 10;

"FX Spot" means an FX Contract where the Settlement Date is within two Business Days from the Contract Date (or the period generally accepted in the market for that currency pair as the standard delivery period, whichever longer);

"Intellectual Property" or "IP" means patents, trade marks, service marks, design rights, copyright, know-how, trade or business names, domain names, database rights, trade secrets, and all other intellectual property rights, whether registered or unregistered;

"Manifest Error" means an error in a quote, price, exchange rate, or Confirmation that is clearly and obviously wrong, including but not limited to: a price or rate that is significantly different from the prevailing market rate at the time, a clear decimal point or digit error, or an error that a reasonable person would recognize as incorrect;

"Nominated Account" means a bank account or e-money account designated by you for the receipt of Buy Currency or other funds in connection with an FX Contract or payment transaction;

"Loss" means any damages, costs, loss, fines, liability, claims for compensation, costs of investigation, litigation, settlement, judgement, interest, penalties, or expenses incurred or suffered directly or indirectly;

"Order" means an instruction submitted by you through the Finofo Platform to enter into an FX Contract with the applicable Third-Party partner;

"Page" means, for the purposes of clause 11, each individual page of a document as determined by the Platform's automated processing, including each rendered side of a leaf in a PDF or image-based document, each discrete sheet in a spreadsheet, and each page-equivalent unit identified by the Platform for other supported file formats;

"Party" means each of Finofo and you as the context requires, and "Parties" means both Finofo and you;

"Payment Services" means the Services described in clauses 2.1.8 to 2.1.12, which are facilitated by Finofo through licensed Third-Party partners;

"Platform Services" means the Services described in clauses 2.1.1 to 2.1.7, which are provided directly by Finofo;

"Sell Currency" means the currency which you are selling in accordance with the FX Contract;

"Service Order" has the meaning given in clause 10.1;

"Settlement Date" means the date specified in the Confirmation on which the Sell Currency must be delivered by you;

"Split Document" has the meaning given in clause 11.6;

"Subscription Fees" means the recurring fees payable by you for access to certain Services, as specified in the applicable Service Order or on the Finofo Platform at the time of sign-up;

"Third-Party Services" are the services which a Third Party may provide to you under the Third Party's separate terms via the Finofo Platform, including: (a) the Third Party entering into FX Contracts with you; and/or (b) the Third Party providing e-money accounts and related payment services;

"Third Party" means a third party introduced to you by Finofo via the Finofo Platform which may provide you with Third-Party Services;

"Transaction Fees" means per-transaction fees applicable to certain Services, including without limitation per-payment fees and FX conversion spreads, as specified in the applicable Service Order, on the Finofo Platform, or at the time of sign-up;

"Website" means https://www.finofo.com/.

29.2. The following rules also apply: (a) a singular word includes the plural, and vice versa; (b) a word which suggests one gender includes the other genders; (c) if a word or phrase is defined, any other grammatical form has a corresponding meaning; and (d) if an example is given, it does not limit the scope of that thing.

30. LANGUAGE

30.1. The parties have expressly agreed that this Agreement and all related documents, including notices, communications, confirmations, and any amendments, be drawn up in the English language. *Les parties ont expressément convenu que la présente convention et tous les documents s'y rattachant, y compris les avis, les communications, les confirmations et toute modification, soient rédigés en langue anglaise.*

30.2. In accordance with Section 55 of the *Charter of the French Language* (Quebec), for customers located in Quebec, Finofo will make a French-language version of the standard clauses of this Agreement available upon request. To request a French-language version, please contact us at info@finofo.com. By accepting this Agreement and continuing to use the Services, you confirm that you have had the opportunity to request a French-language version and have expressly chosen to be bound by this English-language version. *Conformément à l'article 55 de la Charte de la langue française (Québec), pour les clients situés au Québec, Finofo mettra à disposition une version en français des clauses types de la présente convention sur demande. Pour demander une version en français, veuillez communiquer avec nous à info@finofo.com. En acceptant la présente convention et en continuant à utiliser les services Finofo, vous confirmez avoir eu la possibilité de demander une version en français et avoir expressément choisi d'être lié par la présente version en langue anglaise.*

30.3. In the event that a French-language version of this Agreement is provided and there is any discrepancy between the French-language version and this English-language version, the

English-language version shall prevail, except where applicable law (including Section 55 of the *Charter of the French Language*) provides the adhering party with the right to rely on either version.

SCHEDULE 1 – FX AND PAYMENT TERMS

1. FINOFO'S ROLE AND CAPACITY

1.1. Finofo facilitates access to Payment Services through the Finofo Platform by connecting you with licensed Third-Party partners who provide foreign exchange, payment processing, and related financial services. The Finofo Platform is the primary interface through which you may request quotes, submit Orders, receive Confirmations, and monitor transactions in connection with the Payment Services. However, the applicable Third-Party partner remains the provider of the relevant Payment Services and may require you to complete onboarding or compliance steps, provide information or documents, receive disclosures, or take other actions through materials, communications, or systems designated by that Third-Party partner or required by Applicable Laws. Finofo acts as a technology service provider and introducer in connection with the Payment Services described in this Schedule. Finofo is not a counterparty to any FX Contract and does not hold, control, or safeguard your funds.

1.2. Finofo is registered as a Money Services Business (MSB) with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and with Revenu Quebec. As of the date of these Terms, Finofo does not act in its capacity as an MSB in the provision of Payment Services. In the event that Finofo begins to act in its MSB capacity, these Terms will be updated accordingly and you will be notified in accordance with clause 20 (Variation).

1.3. Finofo does not provide personalized investment recommendations, investment advice, or discretionary management services.

2. EXCHANGE RATES AND QUOTES

2.1. When you use the Platform to request to enter into an FX Contract, the applicable Third-Party partner will, in its sole discretion: (a) provide a quote which will include the exchange rate, costs, fees, and charges (the exchange rate shown to you on the Platform includes any applicable FX spread); (b) refuse to provide a quote; or (c) provide alternative quotes.

2.2. Exchange rates, prices, and quotes displayed on the Finofo Platform are provided by the applicable Third-Party partner and may include a margin applied by Finofo for its technology and facilitation services. Prices, exchange rates, and quotes may differ from the market and from those provided by other platforms or brokers.

2.3. A quote displayed on the Platform is not an offer by Finofo to enter into any FX Contract. Quotes are updated frequently, which means that the exchange rate quoted may change between the time you place your Order and the time the FX Contract is entered into between you and the Third-Party partner.

3. PLACING AN ORDER

3.1. You can place an Order to enter into an FX Contract with the applicable Third-Party partner by using the Platform.

3.2. Orders are accepted during the trading hours of the applicable Third-Party partner, and may (but are not required to) be accepted outside of business hours.

3.3. Minimum and/or maximum Order sizes may apply, as determined by the applicable Third-Party partner or by Finofo.

3.4. Each FX Contract constitutes a separate agreement between you and the applicable Third-Party partner, and is subject to the Third Party's terms and conditions.

3.5. Neither Finofo nor the applicable Third-Party partner will be bound by any FX Contract where in reasonable opinion there is a Manifest Error.

3.6. Finofo will have no responsibility for an error or omission in any Order placed by you through the Platform. Finofo may relay any Order received from your Finofo Account to the applicable Third-Party partner and is not obliged to independently verify that an Order was placed by you or your Representative. Notwithstanding this, Finofo reserves the right to make further enquiries about or require written confirmation of any Order.

4. CONFIRMATION AND CONTRACT DATE

4.1. When the applicable Third-Party partner accepts your Order, Finofo will use commercially reasonable efforts to provide you with a Confirmation via the Platform reflecting the details of the FX Contract entered into between you and the Third-Party partner.

4.2. In the absence of a Manifest Error, the Confirmation will be conclusive and binding on you unless: (a) you object to the Confirmation and notify us of the error within five (5) Business Days of receiving the Confirmation; or (b) we or the Third-Party partner notify you of an error within five (5) Business Days.

5. SETTLEMENT

5.1. FX Contracts facilitated through the Finofo Platform are between you and the applicable Third-Party partner. Settlement of FX Contracts, including delivery of the Sell Currency by you and the Buy Currency to you, is performed by the Third-Party partner in accordance with its terms.

5.2. All FX Contracts shall be due for settlement at the required time on the Settlement Date as shown on the Confirmation.

5.3. For FX Spot, you are obliged to pay the required amount of Sell Currency to the settlement account designated by the Third-Party partner by 12 pm on the Settlement Date or another time as specified in the Confirmation, whereupon the Third-Party partner will pay the agreed amount of Buy Currency into your designated account.

5.4. Alternatively, where your account with the Third-Party partner holds the required amount of Sell Currency, you authorize the Third-Party partner (through the Platform) to credit or debit any amounts owed at the required time on the Settlement Date.

6. CLOSE OUT AND TERMINATION OF FX CONTRACT

6.1. The applicable Third-Party partner may, in its discretion and in accordance with its terms, refuse to perform, terminate, or close out all or any part of an FX Contract, and/or take other steps necessary. In addition, Finofo may request the Third-Party partner to take such action, without giving notice to you:

6.1.1. if you fail to transfer the Sell Currency or pay any other amounts when due;

6.1.2. if you do not hold the required amount of currency in your designated account;

6.1.3. if you notify Finofo that you do not intend to proceed;

6.1.4. where you have breached the Rules of Use;

6.1.5. where there is a Manifest Error;

6.1.6. due to a Force Majeure Event;

6.1.7. there is a lack of liquidity or market disruption; and/or

6.1.8. the Agreement is terminated in accordance with clause 26.

7. LIABILITY

7.1. Your failure to deliver the Sell Currency to the Third-Party partner constitutes a material breach of the Agreement.

7.2. For the avoidance of doubt, Finofo is not a party to any FX Contract and shall have no liability for the performance or non-performance of any FX Contract by the Third-Party partner. Any claims arising from an FX Contract are between you and the applicable Third-Party partner under its terms.

7.3. Finofo's liability in connection with the facilitation of Payment Services through the Platform is limited to the proper functioning of the Platform as a technology service and is subject to the limitations set out in clause 23 (Liability and Indemnity).

8. TRANSACTION RECORDS

8.1. Information about your FX Contract activities, including records of contracts ordered, settled, open positions, cash balances, and other information is available in your transaction records via the Platform.

8.2. Your transaction records will be updated no later than 24 hours after any activity takes place.

9. ERROR RESOLUTION AND COMPLAINTS

9.1. If you believe there has been an error in an FX Contract or payment transaction facilitated through the Platform, you must notify Finofo at info@finofo.com as soon as practicable and in any event within five (5) Business Days of becoming aware of the error.

9.2. Finofo will use commercially reasonable efforts to investigate the reported error and, where the error relates to the Third-Party partner's services, to coordinate with the Third-Party partner to facilitate resolution. Finofo will use commercially reasonable efforts to keep you informed of the progress of the investigation.

9.3. Complaints regarding the Third-Party partner's services may also be directed to the Third-Party partner in accordance with its complaints procedure, details of which will be provided to you upon request or are available in the Third Party's terms.

10. FX FORWARD CONTRACTS

Availability and Commercial Purpose

10.1. FX Forward contracts may be facilitated through the Platform where offered by the applicable Third-Party partner. FX Forwards are not available to all customers and may be subject to additional eligibility requirements, credit assessment, and onboarding by the Third-Party partner.

10.2. FX Forwards facilitated through the Platform are intended solely for commercial hedging and business treasury management purposes in connection with your underlying commercial activities (including, without limitation, hedging foreign currency receivables, payables, or anticipated commercial transactions). You represent and warrant that each FX Forward you enter into through the Platform is for the purpose of managing foreign exchange risk arising from your commercial activities and is not entered into for speculative, investment, or trading purposes.

10.3. Finofo and the applicable Third-Party partner reserve the right to refuse to facilitate an FX Forward where, in their reasonable opinion, the FX Forward does not appear to be for a legitimate commercial hedging or business treasury management purpose.

Forward-Specific Terms

10.4. The maximum tenor (period between Contract Date and Settlement Date) for FX Forwards facilitated through the Platform shall be determined by the applicable Third-Party partner and disclosed to you at the time of the Order. Unless otherwise specified, the maximum tenor shall not exceed twelve (12) months.

10.5. The applicable Third-Party partner may, in its discretion, require you to post margin, collateral, or a deposit in connection with an FX Forward (a "Margin Requirement"). Margin Requirements will be communicated to you through the Platform or directly by the Third-Party partner. Failure to meet a Margin Requirement when due may result in the close-out or termination of the FX Forward by the Third-Party partner in accordance with its terms.

10.6. Mark-to-market valuations of open FX Forward positions may be provided through the Platform for informational purposes. Such valuations are indicative only and do not constitute a binding offer or guarantee of the current market value of the position.

Early Termination and Rollover

10.7. You may request early termination of an FX Forward prior to the Settlement Date by notifying Finofo through the Platform. Early termination is subject to the approval of the applicable Third-Party partner and may result in termination costs or gains, which will be

calculated by the Third-Party partner based on prevailing market rates and communicated to you before the termination is executed. You must confirm acceptance of any termination costs before early termination proceeds.

10.8. You may request a rollover (extension of the Settlement Date) of an FX Forward by notifying Finofo through the Platform prior to the original Settlement Date. Rollovers are subject to the approval of the applicable Third-Party partner and may result in adjusted exchange rates or additional costs, which will be disclosed to you before the rollover is executed.

10.9. All costs, gains, or adjustments arising from early termination or rollover of an FX Forward are between you and the applicable Third-Party partner. Finofo is not a party to and has no liability for such costs or adjustments.

SCHEDULE 2 – THIRD-PARTY SERVICES

1. THIRD-PARTY SERVICES

1.1. Where a Third Party provides a Third-Party Service to you, you will be a direct client of the Third Party, and be subject to the Third Party's separate terms, onboarding and ongoing monitoring process, eligibility requirements, policies and procedures, and any other requirements of the Third Party.

1.2. You expressly agree that we can share with Third Parties your information, including personal information and transaction information, for the purposes of: (a) identifying and verifying your identity; (b) conducting fraud, sanctions, anti-money laundering, and counter-terrorism checks; (c) transaction monitoring; (d) compliance with Applicable Laws; (e) facilitating and improving the Third-Party Services you have agreed to use; and (f) any other purpose described in our Privacy Policy, in each case in accordance with clause 18 (Confidentiality).

1.3. In connection with its role as a technology service provider and introducer, Finofo may receive referral fees, revenue-sharing arrangements, or other commercial compensation from Third Parties for facilitating introductions and enabling your access to Third-Party Services through the Platform. Such arrangements do not result in additional Subscription Fees, implementation fees, or similar charges to you beyond those disclosed under the Agreement, and are disclosed in our Privacy Policy.

2. E-MONEY ACCOUNTS AND PAYMENT SERVICES

2.1. When we agree to facilitate an introduction to a Third Party for e-money accounts and payment services, we will connect you with a licensed and regulated service provider. These third-party services encompass the issuance of e-money, the provision of e-money accounts (including multi-currency wallets), and payment services associated with such accounts. Access to the applicable terms for these services will be provided to you via a designated link or document.

2.2. Our capacity in these introductions is not as a fiduciary or agent on your behalf. Our role is strictly as a technology service provider and introducer, providing the Finofo Platform as the technology layer through which Third-Party Services may be accessed and instructions or information may be transmitted. The Finofo Platform is the primary interface through which you

access and manage Third-Party Services, including e-money accounts and payment services. However, the applicable Third Party remains the provider of those services and may require you to complete onboarding or compliance steps, provide information or documents, receive disclosures, or take other actions through materials, communications, or systems designated by that Third Party or required by Applicable Laws.

Acceptance of Third-Party Terms

2.3. By entering into the Agreement, you acknowledge that you have been provided with access to, and have had the opportunity to review, the terms of use and privacy policy of each Third Party listed in this Section 2, and you agree to be bound by such terms and privacy policies as a condition of Finofo facilitating introductions to those Third Parties on your behalf. These Third-Party terms form separate agreements between you and the applicable Third Party; Finofo is not a party to those agreements. If you do not agree to a Third Party's terms, you must notify us prior to or at the time of accepting the Agreement, and we will not facilitate an introduction to that Third Party. Your refusal to accept the terms of one or more Third Parties may limit or prevent your access to some or all Payment Services, depending on which Third Parties are required to deliver those services. Where a Third Party is added to this Section 2 after you have entered into the Agreement, your acceptance of that Third Party's terms will be sought in accordance with clause 20 (Variation). Third-Party terms accessible at the links provided in this Section 2 may be updated by the applicable Third Party from time to time in accordance with its own terms; we will use reasonable efforts to notify you of material changes through the Finofo Platform, but you acknowledge that the applicable Third Party may update its terms independently. If you do not agree to updated Third-Party terms, you may request that we facilitate an introduction to an alternative Third-Party provider where one is available, or you may terminate the Agreement in accordance with clause 26.

Nium

2.4. Where we agree to introduce you to Nium for e-money accounts and payment services, we will introduce you to the Nium entity that is regulated to onboard clients based in your jurisdiction (see Annex 1 of the Nium End Customer Terms for reference). Nium is licensed and regulated by financial authorities in multiple jurisdictions. It is authorized to issue e-money, provide accounts which store e-money (also referred to as "wallets"), including single or multi-currency accounts and wallets, as well as provide payment services for the e-money account. Nium's End Customer Terms for its e-money and payment services can be accessed at https://www.nium.com/legal/end-customer-terms or any other link or document which we may provide to you from time to time. Nium's privacy policy can be accessed at https://www.nium.com/legal/privacy-policy or any other link which we may provide to you from time to time. For the purposes of clause 2.3, Nium's applicable terms of use are its End Customer Terms and Nium's applicable privacy policy is accessible at the link set out above.

3. BLOCKING ACCESS

3.1. In addition to our rights in clause 25 (Blocking or Freezing Your Account), we may at our reasonable discretion at any time freeze or block your access to Third-Party Services via the Finofo Platform upon receipt of a request from a Third Party, with or without notice to you.

4. LIMITATION OF LIABILITY

4.1. In relation to Third Parties and Third-Party Services, you agree that:

4.1.1. Finofo has no control over whether a Third Party will agree to enter into terms with you;

4.1.2. Finofo is not an agent, sub-contractor, partner, or joint-venture partner of a Third Party;

4.1.3. although we may offer you the ability via the Platform to interact with Third-Party Services, we are not responsible for Third-Party information and data shown on the Platform;

4.1.4. Finofo makes no representations, warranties, or undertakings regarding a Third Party or a Third-Party Service;

4.1.5. Finofo is not responsible for Loss incurred by you in connection with a Third Party or Third-Party Service; and

4.1.6. Finofo shall not be liable for any loss of profit, goodwill, business, revenue, or opportunity, or any special, indirect, or consequential losses arising in connection with a Third Party or Third-Party Service.