Ebury Partners (DIFC) Limited

Relationship Agreement – Tanzanian clients (v.1.1, 10/2026)

1 Our Relationship With You

1.1 This Agreement constitutes a 'Client Agreement' for the purposes of the DFSA Rules and sets out the terms and conditions governing the relationship between the person (acting in the course of business or a profession which it carries on) referenced in the Application Form or on our Online System (the "**Customer**", "**you**", "**your**") and Ebury ("**us**", "**we**", "**our**") in respect to certain of our products and services. We will offer the following services to you on the terms set out in this Agreement (we will not offer services other than those detailed below unless otherwise agreed in writing).

1.2 The Agreement allows you (subject to the terms set out in this Agreement) to:

(a) load funds onto a General Client Account;

(b) make payments using such funds;

(c) enter into Trades (foreign exchange transactions, including spot and commercial forwards ancillary to a Payment); and

(d) provide assistance and make arrangements for you to borrow money.

each a "**Service**" and collectively, the "**Services**". We may, from time to time, provide other services to you as agreed between us and such additional service will form part of the definition of "Service" and "Services" and will be governed under this Agreement (unless specified otherwise) and any supplemental terms entered into by you in respect of such additional service.

1.3 The above Services will be provided by us from Ebury Partners (DIFC) Limited. An entity regulated by the DFSA as Money Service Provider under number F007626 with address at C1005, Burj Daman, DIFC, Dubai.

1.4 We may also arrange for you to receive money services from any Ebury Affiliate. Where we arrange for you to borrow money, this could be arranged with third party lenders.

1.5 This Agreement and the documents referenced herein may be updated and/or amended by us from time to time and at any time. Subject to Clause 10 below, you understand, acknowledge and agree that by continuing to use our Services, you will be bound by the latest version of this Agreement and any documents referred to herein as is published on our website from time to time (http://www.ebury.ae). You may request a copy of the latest version of this Agreement by contacting an Ebury Representative.

2 Definitions and Interpretation

2.1 As used in this Agreement:

"**Act of Insolvency**" means where one or more of the following occurs:

(a) the Customer (i) is unable or admits its inability to pay its debts as they fall due; (ii) suspends making payments on any of its debts; or (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) any corporate action, legal proceedings or other procedure or step is taken in relation to: (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer other than a solvent liquidation or reorganisation; (ii) a composition, compromise, assignment or arrangement with any creditor of the Customer; (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Customer or any of its assets; (iv) enforcement of any security over any assets of the Customer, or (v) any analogous procedure or step is taken in any jurisdiction; or

(c) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

"**Affiliate**" means, in relation to a party, every entity that, directly or indirectly, through one or more intermediaries, is at the relevant time Controlled by, Controls or is under common Control with such party.

"**Amazon**" means Amazon.com, Inc. and/or its affiliates.

"**Amazon Agreement**" means any agreement or policy that you have entered into or accepted with Amazon.

"**AML**" means "anti-money laundering" and/or the Anti-Money Laundering, Counter-Terrorist Financing and Sanctions module (the DFSA AML Module) depending on the context.

"**App**" means the Ebury mobile application software, any data supplied with the software and the associated media, which may be made available to you (at Ebury's sole discretion).

"**Applicable Laws**" means any applicable law, statute, regulation, rules or legally binding requirement or order (as interpreted by us, having taken into account any regulatory policy, guidance or industry code) as in force from time to time in any jurisdiction, whether domestic or foreign and as amended, modified or supplemented from time to time, including federal law no.20 of 2018 in relation to combating Money Laundering and Financing Terrorism.

"**Application Form**" means the application form completed by you for the purposes of entering into this Agreement, including any supplemental forms and any other information submitted by you therein.

"**Authorised Party**" means any person that you notify us in writing from time to time is authorised to act on your behalf.

"**Beneficiary**" means you or any third party payee nominated by you in an Order.

"**Beneficiary Account**" means the bank account nominated by you to which funds are to be transferred.

"**Business Day**" means a day on which banks are open for general banking business in Dubai, UAE unless otherwise specified.

"**Close Out**" means the termination, cancellation or a reversal of a Trade or pending Trade.

"**Confidential Information**" means all information a party gets as a result of entering or performing this Agreement which relates to any of these (i) the negotiations leading up to, and the provisions or subject matter of, this Agreement or any ancillary matter and (ii) the other party's business, customers, financial or other affairs.

"**Cross-Default**" has the meaning set out in Clause 11.2(n).

"**Delivery Date**" means, in respect of a Trade, the Business Day on which a Trade is expected to be settled as notified by Ebury to you from time to time.

"**DIFC**" means the Dubai International Financial Centre.

"**DIFC Data Protection Law**s" means the DIFC Data Protection Law, DIFC Law No.5 of 2020, (as amended, modified or supplemented from time to time).

"**DFSA**" means Dubai Financial Services Authority, the financial services regulator in the DIFC.

"**DFSA Rules**" means the rules made by the DFSA for carrying out the purposes of the DIFC Regulatory Law.

"**Ebury**" means Ebury Partners (DIFC) Limited, with the registered address at C1005, Burj Daman, DIFC, Dubai.

"**Ebury Representative**" means any Ebury representative who you may contact in respect to the Services.

"**Effective Date**" has the meaning set out in Clause 4.1.

"**Executive Office for Control and Non-Proliferation**" means the Office set-up by Federal Decree no.74 of 2020 to monitor UAE and UN Sanctioned individuals and entities.

"**Financial Position**" means the overall financial condition of the Customer (and/or its Affiliates) as determined by us in our sole discretion (including by reference to, without limitation, items on the Customers (and/or its Affiliates) balance sheet and income statements (such as assets, liabilities, revenues, expenses, net earnings and equity)).

"**Force Majeure Event**" means an event which is beyond the reasonable control of a party including, without limitation, acts of war and terrorism, insurrection, civil disorder, acts of God, postal or other strikes or similar industrial action, acts or regulations of any governmental or supranational bodies or authorities or markets, the failure of any market to perform its obligations, the breakdown, failure or malfunction of any telecommunications or computer service, epidemics, pandemics, quarantines, diseases or government intervention as a result of such.

"**Forward Contract**" means a foreign exchange contract under which we agree, on a specific date or specified range of dates in the future (and which may, if agreed, be contingent on a specific event or circumstances occurring) to physically exchange money with you at an agreed exchange rate and at an agreed time to facilitate or is ancillary to a payment, including any onward payments and inward payments.

"**General Client Account**" means a payment account provided to you and operated pursuant to the terms of this Agreement.

"**Interest Rate**" means the annual interest rate(s) published on our website from time to time (https://www.ebury.ae/legal/).

"**Investment Fund**" means any legal entity whose regular occupation or business is the provision of one or more investment services to third parties and/or the performance of one or more investment activities on a professional basis.

"**Investment Management Agreement**" means the agreement between you and your Investment Manager under which the Investment Manager agrees to provide you with certain investment advisory and management services.

"**Investment Manager**" means the investment manager appointed by, or on behalf of, you who is responsible for providing you with certain investment advisory and management services.

"**Limit Order**" means an Order to exchange money at a specified exchange rate and within a specified time period.

"**Loss**" and "**Losses**" means all taxes, duties, levies, fees (including without limitation fees, registration fees, legal fees, accountancy fees and/or any other professional fees) charges, claims, proceedings, judgments, expenses, costs (including, without limitation, costs of investigation and expenses of litigation) fines, penalties, settlement payments, losses, damages and liabilities.

"**Major Currency**" are US dollar, euro, Japanese yen, Pound sterling, Australian dollar, Swiss franc, Canadian dollar, Hong Kong dollar, Swedish krona, New Zealand dollar, Singapore dollar, Norwegian krone, Mexican peso, Croatian kuna, Bulgarian lev, Czech koruna, Danish krone, Hungarian forint, Polish złoty and Romanian leu.

"**Margin**" means such amount that we determine at any time and from time to time (in our sole discretion) that you are required to provide to us for the purposes of securing or otherwise collateralising your obligations and liabilities to us under this Agreement or otherwise.

"**Margin Call**" means a request by us to you for Margin.

"**Margin Call Receip**t" means an email confirmation sent by us to you detailing the terms of a Margin Call. "Nominated Account" means the Ebury bank account(s) which we notify to you from time to time. "Non-Major Currency" means a currency which is not a Major Currency.

"**Online System**" means the electronic platform and interface (hosted by us) through which you can access most (but not all) of the Services.

"**Order**" means a request by you to us to enter a Trade.

"**Order Facility**" has the meaning given in Clause 15.11.

"**Payment**" means any payment by you to us under this Agreement (including, without limitation, any payment in relation to an Order, Trade or Margin Call).

"**Payment Amoun**t" means the full amount which you are required to pay us to fulfil your Trade.

"**Payment Instruction Confirmation**" means the email we shall send to you for the purpose of confirming the Payment Amount and the Beneficiary Account.

"**Payment Order**" means an instruction by you to us to (a) make a Transfer, (b) make a Payment or (c) pay Margin.

"**Platform**" means any electronic system, software, application, interface or portal owned, operated or hosted by a third party that enables you to access, view, submit, order, execute, confirm or settle any Payment or Trade with us, either directly or indirectly, through an application programming interface or other means of communication.

"**Professional Client**" means a person which satisfies the criteria to be classified as a "Professional Client" as defined under the DFSA Conduct of Business (COB) module.

"**Purchase Currency**" means the currency which you shall buy from us.

"**Restricted Party**" means, in relation to a person or entity, any or all of the following:

(a) the person or entity is listed or referred to on any list of designated or sanctioned parties created and maintained in line with Sanctions or otherwise targeted by Sanctions;

(b) the person or entity is located in or ordinarily resident in any country or territory subject to comprehensive territorial Sanctions (at present, being the Crimea and Sevastopol region of Ukraine, the Donetsk, Luhansk, Kherson or Zaporizhzhia oblasts of Ukraine, Cuba, Iran, North Korea, and Syria) ("**Sanctioned Countries**");

(c) the person or entity is a government, including its agencies and instrumentalities, that is targeted by Sanctions (at present, being the governments of Russia and Venezuela in addition to the governments of Sanctioned Countries) ("**Sanctioned Governments**"); or

(d) the person or entity is owned (at 50% or more, directly or indirectly, individually or in the aggregate) or controlled by or acting on behalf or at the direction of, directly or indirectly, individually or in the aggregate a person or entity falling within paragraphs (a) or (b) above and/or a Sanctioned Government.

"**Retail Client**" means any person who does not satisfy the criteria to be classified as a "Professional Client" or as a "Market Counterparty" as defined under the DFSA COB.

"**Sanctions**" means any sanctions, export or trade control, embargo, customs, anti-boycott or similar laws, rules or regulations imposed or administered from time to time by any country or intergovernmental or supranational organisation, including those of the United Nations, United Kingdom, the United States of America or the European Union, or any other country or intergovernmental or supranational organisation whose laws apply to you or us or otherwise in connection with the performance of this Agreement. In the event of a conflict between Ebury's obligations herein and any applicable Sanctions, the applicable Sanctions shall prevail.

"**Sale Currency**" means the currency which you shall sell to us.

''**Specified Jurisdiction**'' means the United Republic of Tanzania.

"**Spot Contract**" means a foreign exchange contract under which we agree to exchange money at an agreed exchange rate:

(a) with respect to the exchange of one Major Currency against another Major Currency, within two Trading Days of the contract being entered into; and

(b) with respect to the exchange of a Non-Major Currency against either another Non-Major Currency or against a Major Currency, the later of (i) within two Trading Days of the contract being entered into and (ii) the period generally accepted in the market for that currency pair as the standard delivery period.

"**Service**" and "**Services**" shall have the meaning set out in Clause 1.2.

"**Termination Amount**" shall have the meaning set out in Clause 12.2.

"**Termination Date**" means the date on which this Agreement is terminated in accordance with Clauses 10 or 11.

"**Third Party Provider**" means an appropriately authorised or registered provider of an Account Information Service or a Payment Initiation Service, a Payment Service Provider or card-based payment instrument issuer (capitalised terms as defined in the DFSA Rules).

"**Trade**" means a Spot Contract, Forward Contract or any other transaction we enter into with you under or in connection to this Agreement.

"**Trading Day**" means a day of normal trading in the jurisdiction of both the currencies that are exchanged. "Transfer" means a transfer of funds to a Beneficiary.

"**Transaction Receipt**" means an email confirmation sent by us to you detailing the terms of a Trade. "UAE" means the United Arab Emirates.

"**USD**" means United States Dollars.

2.2 In this Agreement:

(a) when we refer to a person, this could mean any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity;

(b) any references to the singular include the plural and vice versa;

(c) any references to a time of day are to UAE time;

(d) any words following the words include, includes, including, in particular or any similar words or expressions are for illustration or emphasis only and are not intended to limit the meaning of the words preceding them;

(e) any references to a party or to the parties means you and/or us as the context requires; and

(f) headings and clause numbering herein are for guidance only and shall not affect the interpretation of the Agreement.

3 How to Access our Services

3.1 To use one or more Services, you must register to create a General Client Account by either:

(a) using our Online System, clicking on "Open Account" and following the instructions (including by signing the online Application Form); or

(b) completing and signing an Application Form and returning it to us (by email or post).

3.2 When using the Online System or App:

(a) you agree to keep your General Client Account log-in details safe at all times, change your password regularly and never disclose your login details or password to any other person; and

(b) if you become aware that your log-in details, password or other security features relating to your General Client Account have been or may have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you must immediately (i) change your password and (ii) contact us.

3.3 The functionalities of the General Client Account, as further described in Clause 15, will only be made available once the registration steps, as detailed in Clause 3.1, or any other registration process that would be deemed necessary by us have been fulfilled.

4 Your relationship with us

4.1 This Agreement shall take effect between you and us on the earlier to occur of:

(a) you opening an General Client Account on our Online System and signing an online Application Form, subject to completion of proper on-boarding in accordance with our AML and any other applicable policies and procedures ; or

(b) signing and returning to us a copy of the Application Form (by email or post) subject to completion of proper on-boarding in accordance with our AML and any other applicable policies and procedures,

(the "**Effective Date**").

4.2 You must tell us immediately if any of the information you have previously provided to us changes, including:

(a) a change of name, registered address, directors, country of incorporation, Authorised Parties, shareholders or beneficial owners;

(b) a material change to your business activities or operations; or

(c) a material change to your Financial Position.

4.3 The parties understand and agree that if at any time following the Effective Date your Affiliate(s) wish to utilise the Services hereunder prior to such Affiliate(s) having taken the required steps as set out in Clauses 3 and 4 above, we may (in our sole discretion) provide Services to such Affiliate(s) on the basis that such Affiliate(s) shall be deemed to have entered into an agreement (the "**Affiliate Agreement**") with us which is identical to this Agreement save that all references in this Agreement (other than this Clause 4.3) to "Customer", "you" or "your" shall, for the purposes of the Affiliate Agreement, be construed to mean the relevant Affiliate.

4.4 You represent, warrant and undertake to us on an ongoing basis that your entry into this Agreement shall be sufficient to bind the Affiliate(s) to the terms of the Affiliate Agreement, and you have the right, power and authority to bind the Affiliate(s) to the terms of the Affiliate Agreement.

4.5 You understand and agree that if any time prior to the occurrence of a Termination Date, we consider (in our sole and absolute discretion) that one or more of the events set out in (a) to (p) of Clause 11.2 below has occurred and is continuing in respect of you, we may without giving notice to you, suspend:

(a) the provision of all or any Services to you under this Agreement;

(b) the payment of any amount which has become due and payable from us to you; and/or

(c) any debit or credit entries being made to your General Client Account.

5 Joint accounts

5.1 If you, as the Customer under this Agreement, is more than one person:

(a) your obligations under this Agreement shall be joint and several obligations of such persons and references to you or the client in this Agreement shall be construed accordingly;

(b) we shall be authorised to act on the instructions of any one or more of such persons which shall be binding on all; (c) any balance in an General Client Account shall at all times be considered equally owned by all such persons; and

(c) any notice or other communication given to any such person shall for the purposes of this Agreement be deemed to be given to all.

5.2 Our authority under this Agreement is given by you on behalf of your successors in title as well as yourself. On the death legally recognised declaration of incapacity or incapability of any of you, this Agreement will not terminate but remain binding on the other person(s) constituting the Customer and we may treat such survivor(s) as the only persons party to this Agreement with us.

5.3 If there are no surviving joint account holders, accordingly, on your death, or legally recognised declaration of incapacity or incapability, this Agreement will continue in effect until terminated in writing by your personal representatives in accordance with Clause 11.

5.4 On your death, or the death or legally recognised declaration of incapacity of any of you, we are also entitled to terminate or suspend the performance of this Agreement until we have received satisfactory evidence of the authority of any heirs, successors, executors or trustees, as the case may be. However, all acts performed by us, our Affiliates or any third party service providers prior to receiving written notice of such death (or incapacity or incapability) shall be valid and binding on you and/or your successors in title (as appropriate). We may (but prior to any grant of representation, are not bound to) act on the instructions of your personal representatives.

5.5 The right of each joint account holder (or if any joint account holder has died, the surviving joint account holder(s)) to operate the General Client Account on its own is subject to us not being made aware in writing of any dispute between the

joint Account holders. If we are made aware of any such dispute in writing we shall, in our absolute discretion, have the right to suspend the General Client Account and require any instructions relating to the General Client Account to be agreed by all joint account holders (or their legitimate successor(s)).

6 Your representations, warranties and undertakings

6.1 You represent, warrant and undertake to us that as at the Effective Date and on an ongoing basis:

(a) you have full power, capacity and authority to enter into and perform your obligations under this Agreement or any transaction contemplated by this Agreement;

(b) if you are not a natural person, the person(s) signing this Agreement has been duly authorised to execute this Agreement on your behalf and you are duly organised, validly existing and in good standing under the laws of the jurisdiction of your incorporation;

(c) you will at all times comply with all Applicable Laws, any provision of your constitutional documents, any order or judgment of any court or other agency applicable to you and you will not use the Services and/or the General Client Account for the purposes of money laundering, tax evasion, terrorist financing or any other illegal activities;

(d) neither you nor any of your parent, subsidiary, ultimate beneficial owner (holding at least 25% of interest), or Affiliate, as relevant, or any agent or service provider (including a financing or processing bank), in each case deployed or used in the performance of this Agreement:

(i) are a Restricted Party;

(ii) in the past five years, have breached any Sanctions;

(iii) will transfer or receive any funds to, from or via a Restricted Party, or otherwise in breach of Sanctions applicable to you or us;

(iv) have had any transactions or services declined by any bank or other service provider in the last five years on the grounds that to perform such transaction or provide such services would breach or create exposure to enforcement or other adverse action under Sanctions;

(e) you:

(i) will at all times in connection with the activities envisaged under this Agreement, comply with Sanctions and you will not use the Services and/or the General Client Account for any activity which may breach Sanctions or expose us to breaching or other adverse or enforcement action under Sanctions, including without limiting the foregoing any activity or transaction with a Sanctioned Country or a Restricted Party;

(ii) are not and in the past five years have not been subject to any investigation or enquiry into your compliance with Sanctions or any allegation of any breach of, or involvement in any breach of, Sanctions; and

(f) you will immediately notify Ebury in the event that any of the representations and warranties in Clauses 6.1(d) and (e) are or become incorrect providing such information as we may reasonably request to understand the nature of implications of such matters.

(g) you and each Authorised Party have and will maintain all required rights, powers, authority, permits, licences, consents, permissions and authorisations to enter into this Agreement, make use of the Services and to perform your obligations under this Agreement, you shall be liable for any instructions and actions carried out by an Authorised Party pursuant to this Agreement (acting within the limits of their authority as you have notified to us in accordance with the Application Form or this Agreement) as if you had given the instruction or carried out that action yourself and it is your responsibility to withdraw your authority from, or impose limits on, any Authorised Party;

(h) you shall be liable as a principal in respect of your obligations hereunder (including, without limitation, in respect of any Trades entered into with us);

(i) all of the information provided to us (including in the Application Form) from time to time, is true, accurate and complete in every material respect;

(j) you shall provide us with such accurately completed forms, documentation or other information as we may require from time to time to (i) fulfil or assist us with fulfilling our obligations under Applicable Law; or (ii) determine whether we have any tax related obligations under Applicable Laws;

(k) you have the necessary experience and knowledge (a) to understand the risks involved in relation to any Trade entered into under or in connection with this Agreement and (b) in relation to foreign exchange markets, products and services;

(l) that any Forward Contract entered into by you is only (a) for non-speculative reasons and (b) to facilitate the, or is ancillary to a, payment, including any onward payments or inward payments;

(m) if you are a partnership, each partner shall be jointly and severally liable under this Agreement; and

(n) if you, as the Customer under this Agreement, is more than one person your obligations under this Agreement shall be joint and several obligations of all such persons.

6.2 To the extent that you are an Investment Fund, in addition to the representations, warranties and undertakings you make to us under Clause 6.1, you separately represent warrant and undertake to us that as at the Effective Date and on an ongoing basis:

(a) the Investment Manager is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(b) the Investment Manager is the true and lawful agent of you and the Investment Manager is authorized to sign and perform all other documents, instruments, assurances, acts, matters and things which are necessary or desirable in relation to, and on behalf of, you and any such document, confirmation or instrument will constitute legal, valid and binding obligations of you, enforceable against you in accordance with its terms;

(c) we shall be under no duty to determine whether the giving of any notice or instruction, or the entry into any of the transactions (including without limitation its nature and its amount) by the Investment Manager on behalf of you, is within the authority of the relevant personnel of Investment Manager, provided that such instruction or notice is given or is reasonably believed to have been given by any authorised person;

(d) execution of documents and performance of obligations under this Agreement by the Investment Manager on your behalf do not violate or conflict with any law applicable to the Investment Manager, as applicable, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(e) all governmental and other consents that are required to have been obtained by the Investment Manager with respect to acting in the capacity as investment manager of you have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(f) there is no pending or, to its knowledge, threatened against the Investment Manager, any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against you of any transactions under this Agreement or the ability of the Investment Manager on your behalf, to perform its obligations under this Agreement and any associated transactions; and

(g) the assets that are used in connection with the execution, delivery and performance of this Agreement, FX Trades, or any other agreement, service or transaction contemplated hereunder are not the assets of an employee benefit or other plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), a plan described in Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), an entity whose underlying assets include "plan assets" by reason of ERISA section 3(42) and Department of Labor (DOL) regulation section 2510.3-101, or a governmental plan that is subject to any federal, state, or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

6.3 You acknowledge that we may rely on the representations, warranties and undertakings set out in this Agreement, Clause 4.4 and this Clause 6.

7 Liability

7.1 You understand and agree that we provide no representation or warranty (to you or any other person) that the Services provided to you hereunder will meet any particular requirements, that their operation will be entirely error-free or that any

defects will be capable of correction or improvement. In the absence of fraud, no oral or written information or advice given by us or our Affiliates (or our Affiliates' respective directors, officers, employees, agents, representatives and subcontractors) shall create any representation or warranty or give rise to any other liability other than as expressly set out in this Agreement.

7.2 Save as expressly provided in this Agreement, the Online System, App and any manuals or other materials provided to you are provided on an "as is" and "as available" basis and you agree that the express obligations and warranties made by us in this Agreement are in lieu of and to the exclusion of any warranty, condition or representation of any kind, express or implied, statutory or otherwise, relating to the Online System or any manuals or other materials provided to you under or in connection with this Agreement; including, without limitation, as to reliability, availability, accuracy, completeness, performance, functionality, conformance with any description, satisfactory quality, fitness for purpose of freedom from errors or defects.

7.3 You agree that the Online System and App are and shall remain the exclusive property of Ebury, its Affiliates or the third parties that licenced rights to Ebury, and you are granted a non-exclusive, non-transferable and non-sub-licensable licence to access the Online System and/or App solely in connection with this Agreement. All intellectual property rights in the Online System and App remain vested with Ebury, its Affiliates or the third parties that licenced them to Ebury. You are not permitted to recreate, copy, modify, reproduce or distribute the Online System or App or create derivative works from it or permit its reverse engineering, disassembly, decompilation or otherwise attempt to ascertain the source code or internal workings of the Online System or App. You acknowledge that your use of the Online System and App is at Ebury's sole discretion and that your license to use the Online System and App in connection with this Agreement can be revoked at any time and for any reason by Ebury, in its sole and absolute discretion.

7.4 You acknowledge and agree that data transmitted via an Online System and/or electronically may not be encrypted and that it is possible, even if encrypted, that such data could be accessed or tampered with by unauthorised parties, may not arrive in the form transmitted (or at all) and/or may become corrupted and/or may contain harmful code; and you agree to assume all risk of Loss arising out of or in connection therewith.

7.5 Without prejudice to Clauses 7.6 and 7.7 below, neither Ebury nor any of our Affiliates shall be liable to you or any of your Affiliates for any indirect, special, consequential or incidental loss of profits, business, contracts, goodwill, reputation, opportunity, revenue production, or anticipated savings howsoever caused, arising out of, or in connection with, any supply, failure to supply or delay in supplying any of the Services, Online System or otherwise in connection with this Agreement.

7.6 We shall not be liable to you nor any of your Affiliates for any Losses incurred:

(a) if we are prevented by Applicable Law from fulfilling any of our obligations under this Agreement;

(b) arising out of or in connection with a Force Majeure Event;

(c) arising from your failure to comply with the terms of Clause 3.2; or

(d) arising out of or in connection with any Service provided to you (including, without limitation, any Transfer or Trade) where we have acted on instructions which we reasonably believed were provided by you or an Authorised Party.

7.7 Our entire liability to you for any Loss or otherwise:

(a) arising from any failure by us to process a Transfer or Trade in accordance with this Agreement is limited to the cost of reprocessing such Transfer or Trade less any applicable fees payable to us; and

(b) whether for negligence, breach of contract, misrepresentation or otherwise arising out of or in connection with this Agreement, in aggregate for any consecutive 12-month period shall be £5,000.

7.8 Whilst we may provide you with information about foreign exchange markets and related matters, we do not provide advice. Any decision you make to enter into a Trade or request a Transfer is made on your own judgement. It is your responsibility to familiarise yourself with foreign exchange products and services.

7.9 We shall not provide you any Service and/or shall not provide you with access to the General Client Account to the extent that to do so would expose us or any of our Affiliates, agents or service providers (including correspondent banks that may be US persons) to breaching any Sanctions or any other enforcement or adverse action under Sanctions.

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8 Indemnities

8.1 You undertake to indemnify and hold harmless Ebury and our Affiliates (and our and their respective directors, officers, employees, agents, representatives and subcontractors) (each an "**Indemnified Person**" and together the "**Indemnified Persons**") from and against any and all Losses suffered or incurred by any of them in the course of or as a result of anything done or omitted to be done for the purposes of carrying out any of the Services for you or otherwise acting upon your instructions in accordance with this Agreement, or otherwise caused by a failure by you to comply with your obligations or representations and warranties hereunder, save to the extent that such Losses flow directly from the wilful default, fraud or negligence on the part of the Indemnified Person concerned.

8.2 The benefit of Clause 8.1 shall apply severally to each Indemnified Persons and without prejudice to Clause 32 shall also be enforceable by us on behalf of ourselves and on behalf of any other Indemnified Person. You waive any right you may have of first requiring us (or any other Indemnified Person) to proceed against or enforce any other rights or security or claim or payment from any person before claiming from you under this Clause 8. This waiver applies irrespective of any Applicable Laws or any provision of this Agreement to the contrary. Further, you expressly confirm that you intend that this indemnity shall extend from time to time to any and all variations to this Agreement.

8.3 For the avoidance of doubt, if a claim is brought against the Indemnified Persons by a Beneficiary or any other third party, we shall be entitled to settle or otherwise deal with the claim in our sole discretion. Further, if any discharge, release or arrangement (whether in respect of your obligations or any security for those obligations or otherwise) is made by us in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then your liability under this Clause 8 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

9 Combination and consolidation of accounts and set-off rights

9.1 You acknowledge and agree that, subject to any Applicable Law, we have the right in our sole discretion at any time and without notice to you to (a) transfer any property interchangeably between any of your General Client Accounts, (b) combine merge or consolidate any and all of your General Client Accounts and/or (c) set-off any sum standing to the credit of any General Client Account against any Payments, claims, costs, charges, penalties, expenses or other liabilities which you owe to us (or any of our Affiliates), save where it has been agreed between us that a particular General Client Account or General Client Accounts will not be subject to the provisions of this Clause 9.

9.2 At any time and from time to time, we may, without prior notice, set off any amount owing by you to us (or to any of our Affiliates) against any other amount owing by us to you, including amounts transferred to us as Margin. In the event that any Margin is used to set-off any amounts owed by you, you shall immediately restore such Margin, as requested by us; failing which we may terminate any or all unfulfilled Orders or Close Out any Trade or pending Trade, and you shall be responsible for any Losses suffered by us as a result of such termination. You acknowledge and consent to us netting Orders for the purpose of satisfying any Margin Call and/or satisfying any shortfall incurred by us on the (i) liquidation, termination or cancellation of any or all Orders and/ or (ii) Close Out of any Trades or pending Trades. You acknowledge that we are not obliged to net Orders but may do so at our sole discretion.

9.3 All amounts due to us by you under this Agreement shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Laws).

9.4 Any exercise by us of our rights under this Clause 9 shall be without prejudice to, and shall not limit or affect, any other rights or remedies available to us under this Agreement or otherwise.

9.5 Without prejudice to any other rights and remedies available to us under Applicable Laws, we may charge interest on any overdue sum owed to us under this Agreement for the period from (and including) the original due date to (but excluding) the actual date of payment, at the Interest Rate.

9.6 You understand and agree that we may from time to time prevent you from withdrawing funds from any General Client Account where any sums (including any Payment and/or Margin) are due but unpaid by you to us under the terms of this Agreement.

10 Changes to this Agreement

10.1 This Agreement and the documents referenced herein may be updated and/or amended by us at any time and from time to time for any reason, including, without limitation:

(a) to reflect a change in Applicable Laws or market practice;

(b) if we determine in our sole discretion that the change is for the benefit of customers;

(c) to reflect a change in our costs of running your General Client Account or our costs for providing Services; (d) where new Services are provided by us to you;

(d) to reflect a change in the way we charge for Services;

(e) technology developments (or expected developments) (including the systems used to run the business) or in response to possible risks to the security of your General Client Account (including, without limitation, a change in or enhancements to the security steps you need to follow to access your General Client Account or submit an Order or Payment Order); or

(f) to respond to any other change that affects us.

10.2 Unless indicated otherwise in this Agreement, any updates and/or amendments we make to this Agreement and the documents referenced herein will be communicated to you (including your Authorised Contacts) in writing (by email or displaying a notice either on our website (www.ebury.ae) or other platforms, and/or as we may otherwise decide in our sole discretion), at least two (2) weeks before such updates and/or amendments are due to take effect; unless such updates and/or amendments are in our reasonable determination:

(a) required by Applicable Law;

(b) to your advantage; or

(c) represents a change to an external reference exchange rate to which your exchange rate is linked, and, in such circumstances, we may make the necessary updates and/or amendments immediately and inform you of the same subsequent to the updates and/or amendments taking effect.

10.3 If you disagree with the updates and/or amendments, you have the right to terminate this Agreement by notice to us before the updates and/or amendments are due to take effect. If you fail to notify us of your termination before such time, you will be deemed to have accepted the updates and/or amendments.

11 Termination

11.1 Subject to Clauses 11.2 and 11.3, either party may terminate this Agreement at any time without reason by giving at least (5) five Business Days prior written notice to the other.

11.2 We may terminate this Agreement upon giving three (3) days notice to you, if we consider (in our sole and absolute discretion):

(a) that you become a Restricted Party;

(b) that you are using our Services fraudulently, inappropriately or for illegal purposes;

(c) that we must do so to fulfil our obligations pursuant to any Applicable Laws or to avoid any enforcement action or other adverse measures thereunder;

(d) that you have breached Applicable Laws or have caused Ebury or its Affiliates or our agents or service providers (including correspondent banks) to breach Applicable Laws (including, without limitation, Applicable Laws relating to fraud, anti-money laundering, Sanctions or terrorist financing) or exposed us or our agents or service providers (including correspondent banks) to enforcement action or other adverse measures thereunder, or that by continuing to provide Services to you, you or we are likely to breach or cause Ebury or its Affiliates or our agents or service providers (including correspondent banks) to breach Applicable Laws or expose us or them to enforcement action or other adverse measures thereunder;

(e) that you have breached the terms of this Agreement (including, but not limited to, any (i) representation, warranty or undertaking or (ii) obligation) or any other agreement with us or our Affiliates, including any letter of undertaking as to Sanctions compliance entered into by you and us in connection with this Agreement;

(f) that you have failed to make a Payment when due;

(g) we have any material concerns over the adequacy of the information you have provided to us;

(h) that you are subject to an Act of Insolvency;

(i) if we receive written confirmation of your death, insanity or incapacity;

(j) that an applicable regulatory or law enforcement authority has initiated, or has announced that it will initiate, a regulatory or enforcement action, or investigation against you;

(k) that your conduct is disreputable or is capable of damaging our reputation (or the reputation of our Affiliates) by association;

(l) that there is a change in your circumstances (including, without limitation, a deterioration in or change to your Financial Position) or in the nature of your business which we consider materially adverse to us being able to continue providing Services to you hereunder;

(m) that a Force Majeure Event has occurred and as a consequence of such we are prevented from, or it becomes impossible or impracticable for us to provide Services to you;

(n) that you are no longer suitable to receive the Services;

(o) that there has been the occurrence of any default, event of default, termination or other similar condition or event in respect of you or any of your Affiliates under one or more agreements with us or any of our Affiliates (a "**Cross-Default**"); or

(p) that our relationship with you presents a business risk to us or any of our Affiliates.

11.3 To the extent you are an Investment Fund, in addition to the termination rights outlined in Clause 11.2, we may terminate this Agreement on any day with immediate effect, without giving notice to you if we consider (in our sole and absolute discretion):

(a) that your Investment Manager is subject to an Act of Insolvency;

(b) that an applicable regulatory or law enforcement authority has initiated, or has announced that it will initiate, a regulatory or enforcement action, or investigation against your Investment Manager;

(c) that the conduct of Investment Manager is disreputable or is capable of damaging our reputation (or the reputation of our Affiliates) by association;

(d) that your Investment Manager ceases to be your Investment Manager;

(e) that you have changed or modified your investment policies or guidelines, or the nature of your business and we reasonably determine that such action has had, or will have, an adverse effect on you, your creditworthiness, or the ability of you to perform your obligations under any agreement in place between you and us or our Affiliates; and

(f) that Investment Manager's license and/or authority to carry out the functions of investment management and/or investment advisement is suspended, revoked, or cancelled.

11.4 You will notify us immediately upon becoming aware of the occurrence of any of the events referred to in Clauses 11.2 or 11.3 above.

12 Consequences of termination

12.1 On or as soon as reasonably possible following a Termination Date all Trades shall be Closed Out, pending Orders shall be cancelled and we shall determine (in our sole discretion):

(a) the amount recorded as being held in your General Client Accounts on the Termination Date;

(b) the total Losses incurred by us in respect of and following a Close Out);

(c) the value of all Margin held by us as (by converting Margin to the appropriate termination currency at the prevailing spot rate) at the Termination Date (which shall include for the avoidance of doubt, Margin transferred to us under this Agreement); and

(d) the total balance of any amounts, other Losses, Payments, fees and/or commissions payable by you as a result of the provision of Services by us pursuant to this Agreement or otherwise and which remain unpaid.

12.2 Based on the sums so established pursuant to Clause 12.1 we shall determine the balance due from each party to the other party (each a "**Due Balance**"). Following such determination and subject to Applicable Laws, a party's Due Balance shall be set-off against the other party's Due Balance, and the net balance of such set-off shall be calculated; with the resulting balance being the "**Termination Amount**". Subject to Applicable Laws, if the Due Balance due to us by you is greater than the Due balance due to you, the Termination Amount shall be payable by you to us; and if the Due Balance due to you by us is greater than the Due Balance due to us, the Termination Amount shall be payable by us to you. For the purposes of this calculation, all sums not denominated in USD be converted into USD at the spot rate prevailing at such dates and times determined by us, acting reasonably.

12.3 The parties understand and agree that following a Termination Date:

(a) we will not be required to accept any further instructions or Orders from you;

(b) we will not be required to:

(i) take into account for the purposes of the determination of the Termination Amount; or

(ii) pay or otherwise account to you,

(iii) any profit made by us in respect of and following a Close Out; and

(c) in the event that all or any part of the Termination Amount owed by you to us is not paid when due, such unpaid amount will accrue interest for the period from (and including) the original due date to (but excluding) the actual date of payment, at the Interest Rate.

12.4 Subject to Applicable Laws, if the Termination Amount is payable by:

(a) you to us, such amount shall be immediately due and payable to our Nominated Account; or

(b) us to you, such amount shall be immediately due and payable to your nominated bank account (but in all cases, subject to our rights to set-off such Termination Amount in accordance with the terms of this Agreement).

12.5 Upon or following the occurrence of a Termination Date and subject to Applicable Law, we shall have the right without prior notice to you or any other person to:

(a) set-off any Termination Amount owed by us to you against any obligation owed by you (or any of your Affiliates) to us (or any of our Affiliates) whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or booking office of the obligation, or

(b) set-off any Termination Amount owed by you to us against any obligation owed by us (or any of our Affiliates) to you (or any of your Affiliates) whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or booking office of the obligation,

(the "**Other Amounts**"). To the extent that any Other Amounts are so set-off, those Other Amounts will be discharged promptly and in all respects. For the purpose of cross-currency set-off, we may convert either obligation at the applicable market exchange rate selected by us on the relevant date. If an amount of an obligation is unascertained, we may estimate that amount and set off in respect of the estimate, subject to the relevant party accounting to the other when the amount of the obligation is ascertained. Nothing in this Clause 12.5 will be effective to create a charge or other security interest. This Clause 12.5 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirements to which a party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

12.6 Following the payment of the Termination Amount in full (and, if applicable, any set-off in accordance with Clause 12.5(b), we may close your General Client Account(s).

12.7 The termination of this Agreement shall not affect any provisions of this Agreement that are expressly or by necessary implication intended to survive such termination.

13 Contacting us/complaints

13.1 If you wish to contact us regarding your General Client Account or any of the Services, you can do so (unless we say otherwise) through an Ebury Representative or otherwise by contacting complaints@ebury.com.

13.2 If you are unhappy with any of our Services, you can contact an Ebury Representative by using any of the following details:

Telephone: +971 4 526 1555

Post: Compliance Department , Ebury Partners (DIFC) Limited , C1005, Burj Daman, DIFC, Dubai
Email: complaints@ebury.com

For further information on our complaints policy, please see www.ebury.ae/legal/complaints-policy. If required a copy of our complaints policy is also available upon request, free of charge.

14 The General Client Account

14.1 Your General Client Account is an electronic money account which enables you to send and receive electronic payments in accordance with the terms of this Clause 14. We do not accept cheques or any similar forms of payment, and such methods shall not be considered as satisfying any payment obligations.

14.2 Your General Client Account is not a personal bank or deposit account and you will not earn any interest on the funds held in the General Client Account.

14.3 As the provider of your General Client Account, we are authorised by the DFSA to Provide Money Services in or from the DIFC, which allows us to provide and operate payment accounts.

14.4 Being regulated by the DFSA, we are required under the DFSA Rules to ensure that the funds received by us from you are subject to the protection conferred by the DFSA's Client Money Provisions, and therefore will be held on your behalf in one or more segregated bank accounts separately from our own funds. We currently place client money with a reputable bank in the United Arab Emirates, which is regulated by the Central bank of the UAE and operates under the laws of the United Arab Emirates.

14.5 In the event of our insolvency, winding up or other Act of Insolvency, these funds will be subject to the DFSA's 'Client Money Distribution Rules' as provided for under the DFSA Rules and the DIFC Insolvency Law (DIFC Law No. 1 of 2019, as amended) which governs insolvency proceedings within the DIFC. While your funds are segregated under DFSA rules, you acknowledge that, in the event of the insolvency of the third-party bank, your funds may be subject to the insolvency laws and regimes applicable to that bank in the UAE. Please note that, unlike some jurisdictions, the United Arab Emirates does not currently operate a formal, government-backed deposit guarantee or insurance scheme with a fixed compensation limit for bank deposits. While the Central Bank of the UAE has the legal authority to establish such a scheme, the recovery of your funds in the unlikely event of the bank's insolvency would be governed by the applicable UAE federal insolvency laws. We have exercised due skill, care, and diligence in selecting and appointing our chosen third-party bank.

14.6 Where we receive funds from you, they will initially be received into a non-segregated account. After receipt by us, the funds will then be paid into the relevant segregated bank account(s) within one Business Day.

14.7 You acknowledge and understand that when and if we hold your funds in a jurisdiction outside the DIFC: a) the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC; and b) we may hold your funds in an account with an Affiliate.

14.8 Your General Client Account(s) are denominated in the currencies as selected by you.

15 Using the General Client Account

15.1 Upon receipt of any funds from you, or on behalf of you from third parties, we will issue the corresponding value to credit to your General Client Account.

15.2 Your General Client Account can be used to (a) store funds in one or more currencies nominated by you; (b) make Transfers (alone or in combination with a Trade); (c) make Payments in connection with one or more obligations hereunder (including in respect of Trades); and (d) pay Margin.

15.3 We will not allow you to make any Transfer or Payment out of your General Client Account where this would put your General Client Account into a negative balance. You should therefore ensure that you have sufficient funds, including for the purposes of satisfying any Margin Call which may be made from time-to-time, in your General Client Account before placing a Payment Order or Order.

15.4 You must pay any applicable fees in connection with our Services. We may impose fees or charges for our Services, including a fee for the use of a General Client Account and/or on a per Trade, Order or Payment Order basis, subject to the guidelines, regulations issued or imposed by the Bank of Tanzania or any other relevant authority. Information on our fee structure is included in the fee sheet which has been separately provided to you (as may be updated by us and sent to you in writing from time to time). We will let you know the amount of any fees we charge when you place or we process a Trade, an Order or a Payment Order (as applicable). All fees payable to us under or in connection with this Agreement are exclusive of any taxes (including any applicable value added tax or other relevant sales tax).

15.5 Please note that other costs, taxes, fees or charges may apply to you that are not charged by us and/or won't be paid through us unless otherwise agreed between us and you in writing. You are responsible for paying such costs, taxes, fees or charges where these apply. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct amount of tax to the appropriate tax authorities. If we are required to withhold any taxes, we may deduct such taxes from amounts otherwise owed to you and pay them to the appropriate authority.

15.6 Where permitted by Applicable Law, we may provide or receive a monetary or non-monetary benefit from an Affiliate or a third party in respect of a Trade we enter into for you under this Agreement. Before providing you with Services under this Agreement, we will disclose to you information on payments and benefits including a generic description of minor non monetary benefits. Other non-minor benefits will be priced and disclosed separately. If we cannot ascertain the amount of any payment or benefit in advance, we will disclose to you the method of our calculation and will provide you more exact details of the payment or benefit once it is received. We will also inform you at least once a year about the actual amount of on-going payments or benefits received in connection with the Services.

15.7 You can place a Payment Order and/or an Order from your General Client Account via digital means (to the extent the relevant Service(s) are enabled, or, with our prior written consent, a Platform (to the extent the relevant Service(s) are enabled, by telephone or by email:

(a) Digitally - You must log on to the Online System or other digital platform (using your password and log-in details) and follow the instructions to submit your Payment Order and/or an Order.

(b) Telephone - You must call an Ebury Representative and specify your Payment Order and/or an Order, together with such other information as we may reasonably request.

(c) Email - You must email us and specify your Payment Order and/or an Order.

15.8 When placing a Payment Order and/or an Order you will be required to provide us with the requisite details (including any unique identifier and other information which we may request).

15.9 A Payment Order and/or an Order will be deemed to have been authorised by you if the relevant instruction has been given (i) in accordance with this Agreement (which may include any applicable security procedures) or (ii) pursuant to any specific arrangements agreed with you and governed by separate terms and conditions or (iii) through any Third Party Provider. We may treat an instruction generated or given through your use of the Services or given through any Third Party Provider as if it was an instruction given by you or an Authorised Party under this Agreement, and the resulting Payment Order and/or an Order as authorised accordingly.

15.10 Notwithstanding any provision to the contrary in this Agreement, where a Payment Order and/or an Order relates to a payment for a future date at least 1 Business Day after the instruction, we confirm that you may reserve the right to withdraw that instruction provided that at least 1 Business Days' written notice is given to us prior to the date on which the Beneficiary's Account is to be credited.

15.11 We reserve the right to stop the use of any means or method (including our Online System or Platform) you or an Authorised Party use to give us a Payment Order and/or an Order (an "**Order Facility**") on reasonable grounds relating to the security of the Order Facility or the suspicion of unauthorised or fraudulent use of the Order Facility. Before stopping the use of any Order Facility, we will inform you that we intend to stop such use and give our reasons for doing so, unless it is not reasonably practicable to do so, in which case, we will inform you immediately afterwards. In either case, we will inform you

in the manner in which we consider most appropriate in the circumstances and will not be obliged to inform you where doing so would compromise our reasonable security measures or otherwise be contrary to Applicable Law. You may request that the use of the Order Facility is no longer stopped by following the notification procedure referred to in the paragraph below, but we will not be obliged to accede to your request until after the reasons for stopping its use cease to exist.

15.12 We reserve the right to refuse any Payment Order or Order (including any given through any Third Party Provider) which does not satisfy all the relevant conditions as set out in this Agreement or the execution of which would contravene any Applicable Laws; and we shall not be liable to you for any such refusal. Unless such notification would be contrary to Applicable Laws, we will notify you no later than the next Business Day in the manner in which we consider most appropriate in the circumstances of the fact of refusal, (if possible) the reasons for the refusal and (where it is possible to provide reasons for the refusal and those reasons relate to factual matters) the procedure you may use to rectify any factual errors that led to the refusal.

15.13 You acknowledge and agree that with respect to transactions which are:

(a) payment transactions in euro within the European Economic Area (the "**EEA**");

(b) national payment transactions in a non-euro currency of a member state of the EEA; or

(c) payment transactions within the EEA involving the conversion between euro and a non-euro currency of a member state of the EEA, and where

(i) the currency conversion is carried out in the member state which has a non-euro currency; and

(ii) in the case of cross-border payment transactions, the cross-border transfer takes place in euro,

the Beneficiary's Account shall be credited by no later than the end of the Business Day following the Business Day on which the relevant Payment Order or Order was received by us. In the event that a Payment Order or Order is received by us after 4 pm (London time) on any Business Day, it shall be deemed to have been received by us on the following Business Day.

15.14 Where you make a payment using your General Client Account, the amount of the payment will be deducted by us from your General Client Account balance. You must ensure that you have sufficient funds in your General Client Account to cover the amount of Payment Order or Order you want to make using your General Client Account. If you do not have sufficient funds in your General Client Account, we reserve the right to postpone the execution of such a Payment Order or Order, and we may impose a charge to cover the costs of us doing so.

15.15 You can check the balance held in your General Client Account digitally, including logging into the Online System or Platform (to the extent the relevant Service(s) are enabled. Key information relating to payments made using the General Client Account, including all fees and any other charges applied to your General Client Account and transaction history, will be available (in accordance with Applicable Laws) by logging into the Online System or Platform (to the extent the relevant Service(s) are enabled).

15.16 Each transaction made using the General Client Account will be given a unique transaction ID which will be set out in the transaction history. You must quote this transaction ID when communicating with an Ebury Representative about a particular transaction.

15.17 Unless we agree otherwise, any redemption from your General Client Account will be to the bank account which you notified to us when you first registered to use our Services. You can request a redemption through the Online System, unless we agree otherwise.

15.18 You understand and agree that, notwithstanding the terms of this Clause 15, we may at any time and from time to time delay a payment to or from your General Client Account whilst we investigate, and conduct such other reasonable checks and enquiries, for the purposes of ensuring that such payment will not contravene any Applicable Laws. We may suspend, terminate or cancel any such payments which we believe (in our sole and absolute discretion) contravene Applicable Laws.

16 Liability for incorrect execution and unauthorised payments

16.1 In the case of a Payment Order that we agree has been improperly executed due to our mistake, we shall immediately refund the amount to your General Client Account. In the event that you identify an error in a Payment Order, you must notify us in writing as soon possible after becoming aware of the error, in any case, no later than six months after the date

the Payment Order was executed; after which time we will have no obligation to investigate or act upon your notification or provide a refund.

16.2 In the case of an unauthorised payment from your General Client Account, at your written request we shall refund the unauthorised payment amount to your General Client Account within 3 Business Days. We will not however be required to refund such a payment:

(a) where your actions (or omissions) have caused or contributed to the unauthorised payment being made from your General Client Account;

(b) where the unauthorised payment arises from your failure to keep your General Client Account log-in, password or other security details safe;

(c) if you fail to notify us without undue delay of any Loss or misuse of a log-in or password or another event that could reasonably be expected to have compromised the security of your General Client Account after you have gained knowledge of such event, in which case you shall remain liable for all Losses incurred after gaining such knowledge;

(d) if you fail to dispute and bring the unauthorised payment to our attention in writing within six months from the date of the relevant payment; or

(e) where you have acted fraudulently or with gross negligence.

16.3 You further understand and agree that:

(a) in the event that you discover an unauthorised payment, you must notify us no later than six (6) months from the date of that unauthorised payment in order to be entitled to redress;

(b) in the event that a payment was not authorised by you, we will refund the amount of the transaction to you, and your maximum liability in respect of such unauthorised payment will be £35 unless you are found to have acted fraudulently or negligently or allowed another person to use your General Client Account;

(c) where you believe that we may have failed to perform or incorrectly performed a payment transaction, you must notify us without undue delay and in any event no later than six (6) months from the date of such payment. We will make appropriate efforts to investigate and where we have failed to perform or incorrectly performed such payment transactions, we will make good and correct the error.

17 Limiting use of your General Client Account

17.1 We may suspend or otherwise restrict the functionality of your General Client Account on any reasonable grounds relating to the security of the General Client Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your General Client Account has occurred or that any of its security features have been compromised or where a Force Majeure Event occurs and is continuing. At any time and from time to time (in our sole and absolute discretion), we may increase or otherwise enhance our security checks in relation to your General Client Account, any Payment Order and/ or any Order made by you.

17.2 We may also suspend your General Client Account, restrict its functionality and/or reduce your trading limit to nil if any Payments are outstanding.

17.3 We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where it is impracticable to do so, immediately after the suspension or restriction has been imposed, unless that would be unlawful or compromise our reasonable security interests.

17.4 We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

18 Your use of a Third Party Provider

18.1 You have the right, to the extent permitted by Applicable Laws, with respect to your General Client Account, to make use of a Third Party Provider.

18.2 We may deny a Third Party Provider access to your General Client Account for any reasons relating to unauthorised or fraudulent access to your General Client Account by that Third Party Provider, including the unauthorised or fraudulent initiation of a Payment Order. Unless we are excused by Applicable Laws from giving such notification, we will notify you in the manner in which we consider most appropriate in the circumstances of the denial of access and, unless we are excused by Applicable Laws from providing such reasons, the reasons for the denial before such denial of access, unless it is not reasonably practicable to do so, in which case the we will notify you as soon as reasonably practicable afterwards. You acknowledge that we may be required to report the incident to the relevant competent authority with details of the case and the reasons for taking action.

18.3 You acknowledge and agree that it is your responsibility, and not the responsibility of the relevant Third Party Provider, to notify us of any unauthorised or incorrectly executed Payment Order and/or Order or any non-executed or defective funds transfer in accordance with this Agreement, notwithstanding that the Payment Orders and/or Order and/or relevant funds transfer was initiated through a Third Party Provider, and further that we may disregard such notification received from a Third Party Provider.

19 Receiving payments and using account details in your name

19.1 Subject to this Clause 19 and any restrictions set out in this Agreement, you can ask us for General Client Account details which you can then give to third parties so that they can send funds to your General Client Account in a given currency. We may charge a fee for this service; and the provision of such service is subject to our discretion and Applicable Laws. It is important that you or the third party (as applicable) enter the correct account details when executing the payment for the incoming transfer. Upon receipt of the funds by us, we will issue the corresponding value to credit your General Client Account. For certain incoming payments, we may ask you to provide additional information (in line with our obligations under Applicable Laws): for example, we may ask you for copies of invoices for one or more incoming payments. If you or the third party enter incorrect account details in regards to the payment and, as a result, we do not receive the funds, we are not responsible for any Losses you or the third party incur.

19.2 Subject to the terms of Clause 19 and our agreement (in writing) you can receive payments from the following third parties: (a) your clients;

(a) vendors or other commercial partners;

(b) your subsidiaries or other legal entities within your corporate group; and/or

(c) if you sell goods online, certain Ebury-approved online marketplaces or payment gateways.

19.3 You cannot use your General Client Account details to set up direct debits or receive payments from short-term lenders, unless otherwise agreed by us in writing.

19.4 Please note that the currencies supported are subject to change and may be subject to further restrictions. You must consult with an Ebury Representative to confirm if the currency you expect to receive is supported. Please visit our website for further information about your General Client Account. If you receive funds in a currency different from your General Client Account, these funds will be converted into the relevant currency at our relevant currency conversion rate. Ebury and its Affiliates will not be responsible for any Losses you may incur as a result of this exchange. If you receive funds in an unsupported currency the payment might be declined and Ebury and its Affiliates will not be responsible for any Losses you may incur.

19.5 You are responsible for paying all taxes and related charges which you may be required to pay (in any jurisdiction) as a result of you receiving funds using your General Client Account. If you are unclear as to your obligations, you should seek independent advice from a tax professional.

19.6 Payments made to your General Client Account may be subject to reversal (for example, if one of your clients exercises its cancellation rights). If we receive any such request, we may deduct the relevant amount from your General Client Account and pay it back to the payer or the payer's payment service provider. Ebury and its Affiliates will not be responsible for any Losses you may incur as a result.

19.7 We will not make General Client Account details available to businesses or provide any Service to support transactions which involve directly or indirectly or relate to online gambling, pornography, firearms, illegal drugs and paraphernalia, prescription drugs from unlicensed or online pharmacies, forged documents, products infringing copyrights or counterfeit goods, payday Loans and pawn shops, cryptocurrencies, or any activity that Ebury deems is illegal on contrary to Applicable Laws ("**Excluded Business**").

19.8 At our discretion, we may assign you one or more account details in your name, which consist of an account number and other necessary information to accept or make payments in a given currency. These account details are a routing address for your General Client Account. This means that payments sent using such account details will be reconciled to your General Client Account balance. Funds received by us which reference account details in your name will be treated in exactly the same way as any other funds you hold with us (see Clause 14).

19.9 Eligibility to use account details in your name is subject to change, and is dependent on certain country restrictions and Applicable Laws. We reserve the right to refuse to provide account details in your name. Before we provide you with account details in your name, we may request additional information or documentation to comply with our obligations to our regulators or otherwise under Applicable Laws. You must provide us with this requested information within a reasonable timeframe.

20 How to place and confirm a trade

20.1 You can place an Order digitally, by telephone or by email, as further described in Clause 15.7. You understand and agree that the decision as to whether or not we decide to enter a Trade with you following the receipt of your Order is subject to our full discretion.

20.2 Once we have received your Order, we will confirm:

(a) the amount of the Sale Currency and/or the Purchase Currency;

(b) the foreign exchange rate and/or spread which we intend to apply;

(c) any Payment to be made in respect of such Order; and

(d) any Margin payable by you as consequence of such Order (which we may later request at our discretion); and (e) any additional terms which we intend to apply to the relevant Trade.

20.3 Upon receipt of an Order, we will provide you with a Transaction Receipt and a Payment Instruction Confirmation, which we may provide in a single communication.

20.4 You must carefully review the Transaction Receipt and the Payment Instruction Confirmation and tell us (i) before Payment and (ii) within one (1) hour of receipt of your Transaction Receipt and/or Payment Instruction Confirmation, if we have made any errors in such Transaction Receipt and/or Payment Instruction Confirmation. We will provide you with a revised Transaction Receipt and/or Payment Instruction Confirmation as soon as possible. If we do not hear from you within the timeframe above or if you make the relevant Payment, you understand and agree that you will be deemed to have agreed with the Transaction Receipt and/or the Payment Instruction.

20.5 If you confirm your Order (and make Payment in accordance with Clause 22 on a non-Business Day (or after our cut-off times) details of which can be made available to you upon request by you to an Ebury Representative)), we will process your Order in the next Business Day.

21 Trade suspension, amendment or cancellation

21.1 You may not cancel a Trade which you have placed with us. However, if we have not yet processed the Trade: (a) you can correct any incorrect Beneficiary Account details (though we may charge a fee for this); or (b) we may at our discretion permit you to cancel the Trade.

21.2 We may reject, suspend, delay, amend, decline, disregard or cancel an Order and/or Trade, or refuse to issue a Transaction Receipt in our sole discretion (including as may be required by Applicable Laws). Where we may reject, suspend, delay, amend, decline, disregard or cancel an Order and/or Trade we shall notify you as soon as reasonably practicable and, to the extent permitted by Applicable Law, use all reasonable efforts to notify you of the reasons for such refusal.

21.3 We may amend a Trade if a Force Majeure Event occurs, where in our sole discretion reasonable steps are required to avoid Losses being incurred. Such amendment shall not alter the parties' rights and obligations under this Agreement.

21.4 You must ensure that you have sufficient funds in your General Client Account to cover the amount of any Trade you want to make using your General Client Account. If you do not have sufficient funds in your General Client Account, we may postpone the execution date of the Trade and we may impose a charge to cover the costs of us doing so.

21.5 You understand and agree that, in the event that a Trade is cancelled:

(a) if we have already received the Payment Amount, we will return and credit such amount to the originating account, provided that in the event that we determine (in our sole and absolute discretion) that the foreign exchange rate and/or spread at the time of return is different from that which applied at the time of the relevant Order or as set out in the Transaction Receipt, the amount returned will be subject to the then subsisting foreign exchange rate and/or spread (which may result in such returned amount being more or less than the original Payment Amount);

(b) we will not refund any fees that you have paid to us in respect of such Trade/Order; and

(c) we may require you to pay an additional fee that (as agreed with you at such time) for the purposes of effecting the relevant cancellation.

22 Payment

22.1 You must pay the full Payment Amount to us (either from your General Client Account or otherwise) on or before the Delivery Date. If we have not received the Payment Amount by the Delivery Date (or any agreed change to the Delivery Date agreed pursuant to Clause 23.7) we may:

(a) refuse to fulfil the Trade; and/or

(b) Close Out the Trade.

22.2 Failure to make Payment in accordance with this Clause 22 will be a material breach of this Agreement and you shall be fully liable for any Loss we or our Affiliates suffer as a result of such breach (including, but not limited to, any Loss we or our Affiliates suffer as a result of a Close Out).

22.3 Without prejudice to any other rights and remedies available to us under Applicable Laws or pursuant to this Agreement, we may charge interest on any unpaid sum due to us under this Agreement at the Interest Rate. This interest will accrue daily from (and including) the original due date for payment to (but excluding) the actual date of payment in cleared funds.

23 Forward Contracts

23.1 From time to time we may agree to enter into a Forward Contract with you. You understand and agree that:

(a) we buy and sell currency for non-speculative purposes only and will not trade with you if you are seeking to enter into Forward Contract(s) as an investment or to profit by pure speculation on foreign exchange rate movements;

(b) we will only enter a Forward Contract with you if we are satisfied that you are entering such Trade (i) for non speculative reasons and (ii) to facilitate the payment by you of goods, services and/or direct investments; and

(c) you will immediately notify us if the purpose of your Forward Contract (i) has ceased to become one to facilitate payment of identifiable goods, services and/or direct investment or (ii) could be considered as being for speculative reasons.

23.2 At any time and from time to time, we may, in our sole discretion, notify you of a Margin Call. You understand and agree that in the event we consider (in our sole discretion) from time to time, that the amount of Margin you have transferred to us hereunder is insufficient to secure or otherwise collateralise your obligations and liabilities to us, we may make additional Margin Calls to you.

23.3 In the event of a Margin Call, you must transfer the relevant Margin amount (or additional Margin amount, as the case may be) to our Nominated Account by the later of (i) twenty-four (24) hours of us notifying you of a Margin Call or (ii) the due date stipulated in the Margin Call Receipt.

23.4 In providing us with Margin, you agree that such monies (i) will become the absolute property of ours, free from any equity, right, title or interest of yours; (ii) may be used by us in the ordinary course of our business, including without limitation to cover any exposure we may have to a third party liquidity provider with whom we have entered into transactions to hedge our exposure; (iii) will not be maintained by us in a segregated account; (iv) shall not be subject to a trust, deemed or otherwise, in your favour and (v) represents an unsecured claim against us for an amount equal to such amount and does not represent a claim, by way of trust or otherwise to the Margin or any assets of or under the control of Ebury.

23.5 If at any time and from time to time we determine that the Margin you have transferred to us is in excess of the amount we require for the purposes of securing or otherwise collateralising your obligations and liabilities to us hereunder, we will notify you of the existence of such excess Margin. At any time following such notification by us to you:

(a) you may request the return of any excess Margin; and

(b) subject to us determining that there continues to be excess Margin on the day on which you make such request, we will return to you as soon as reasonably practicable the relevant excess (if any).

23.6 You are not entitled to receive any interest on Margin delivered to us.

23.7 You may ask us to bring forward (pre-deliver) the Delivery Date or to extend (roll over) the Delivery Date in relation to the whole or only part of your Forward Contract. If we in our discretion agree to do so, you acknowledge that we may adjust the Payment Amount to reflect the new Delivery Date.

23.8 If you request and we agree to Close-Out a Forward Contract in advance of its original maturity or termination date, there may be a delay in us returning Margin (subject to any deductions we may make from such Margin pursuant to the terms of this Agreement) to you whilst we close out or otherwise terminate any transaction(s) which we have entered into with our liquidity providers and such liquidity providers return the margin related to such transaction(s) to us.

23.9 We may require you to enter into a credit and margin addendum for certain Forward Contracts. To the extent you enter in such credit and margin addendum, you will be required to comply with any terms contained therein.

23.10 To the extent you enter into a dynamic Forward Contract with us, you can find further information on this product in the relevant information sheet in https://ebury.com/dynamic-forward-documentation/.

24 Limit orders

24.1 Where we agree to accept a Limit Order from you, whilst we shall use of reasonable endeavours to exchange money at the specified exchange rate within the agreed time period (which may be unlimited), Ebury does not guarantee that we will be able to effect an exchange at the specified rate relating to such Limit Order and you agree that we may have to effect the conversion at a rate which is different to the relevant specified exchange rate. Where we are unable to execute a Limit Order for you within the agreed time period, we shall seek to notify you where Applicable Law allows.

24.2 If the last day of the agreed time period falls on a non-Business Day, your Limit Order will expire on the preceding Business Day.

24.3 You may cancel a Limit Order at any time (by telephone or by email which has been acknowledged by us), up until the point in time at which we commence the relevant conversion/transaction relating to such Limit Order.

24.4 Upon successful execution of a Limit Order, we will provide you with a Transaction Receipt setting out the details of the Trade.

25 Close Out

25.1 Without prejudice to and in addition to the rights of the parties pursuant to Clause 11 above, we may Close Out any or all Trades that you have with us, without notice to you:

(a) if you fail to make any Payment to us when due (including, without limitation, the payment of Margin); (b) if you fail to provide us with any information we have requested from you;

(b) any warranty, representation or undertaking you have given us is or becomes, in our opinion, materially inaccurate, incorrect or misleading;

(c) in the event that you are subject to an Act of Insolvency;

(d) if you take any action (or refrain from taking any action) which places us or you in breach of Applicable Laws; (f) if the performance of our obligations under this Agreement become illegal or contrary to Applicable Laws; (g) if you breach any term of this Agreement;

(e) the Trade is outside our risk appetite;

(f) if we decide in our sole discretion that our relationship with you presents a business risk to us or any of our Affiliates; or

(g) if at any time during the term of a Forward Contract, you notify us or we otherwise become aware that the purpose of such Forward Contract:

(h) is no longer to facilitate your payment for identifiable goods, services and/or direct investment; or

(i) could be considered to have been entered, or otherwise continue to be held by you, for speculative reasons.

25.2 If we Close Out one or more Trades pursuant to this Clause 25 or we agree to Close Out a particular Trade(s) following a request by you:

(a) where we have elected to Close Out any or all current Trades following the occurrence of any of the events/ circumstances specified in Clause 25.1 we shall cancel any pending Orders and we will not be required to accept any further instructions or Orders from you;

(b) we will buy-back/sell the currency that we have sold/bought for you in connection to the relevant Trade(s) at any market rate that is available to us. If we incur any Loss you will be liable to us for the amount of that Loss (as well as any costs incurred by us);

(c) where permitted by Applicable Law, we will not pay you any profit arising from the Close Out;

(d) you acknowledge that the amount of any Loss of ours realised on the Close Out of a Trade is a debt payable by you to us and agree that we may immediately deduct the total amount of any Loss (together with any costs) from your General Client Account (if funds are available to do so);

(e) if the amount we are seeking to recover from you exceeds the amount of any Margin or funds available in your General Client Account, you must immediately pay the remaining balance to us upon being notified by us of the total amount due; and

(f) we may charge you interest on any sum that remains payable to us after we Close Out at the Interest Rate for the period from (and including) the original due date to (but excluding) the actual date of payment.

26 Customer Classification

We have classified you as a "Retail Client" (as defined in the DFSA Rules).

27 Conflicts of Interest

27.1 Occasions can arise where we, or one of our clients, will have some form of interest in business that we are transacting for you. We have arrangements in place to ensure our clients are treated fairly and we have a conflict of interest policy in place to help us manage the risks. You may ask for a copy of this policy at any time.

27.2 We or one of our Affiliates may have an interest, relationship or may have entered into arrangements in connection with any services offered by us or by our Affiliates (an "Interest"). Please note that such an Interest may not be separately disclosed to you before or each time you enter into any transaction or arrangement or upon the advice or recommendation from us.

28 Duty of Confidentiality

28.1 Subject to Clauses 28.2 and 28.3 below, each party must:

(a) keep all Confidential Information confidential and not disclose it to any person; and

(b) ensure that all the following do the same:

(i) its representatives;

(ii) each person connected with it; and

(iii) the representatives of each connected person.

28.2 A party may disclose or allow disclosure of Confidential Information:

(a) to its representative, officers, employees, auditors, insurers or professional advisers to the extent necessary to enable the party to perform or enforce any of its duties or rights under this Agreement;

(b) to any of its permitted transferees;

(c) when disclosure is required by (i) law, (ii) the rules or any order of any court, tribunal or agency of competent jurisdiction; or (iii) regulatory or governmental body which has jurisdiction over it or any of its Affiliates (including, without limitation, where disclosure of information is required for the purposes of complying with any mandatory reporting obligations);

(d) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this Clause 28;

(e) to a relevant tax authority to the extent necessary for the proper management of the taxation affairs of that party or any of its Affiliates; or

(f) if it has the prior written approval of the other party to the disclosure.

28.3 We may also disclose or allow disclosure of your Confidential Information to (i) our Affiliates, (ii) business partners, suppliers and subcontractors for the performance of any contract we enter into with them or you, (iii) credit referencing agencies, identity checking agencies and other third parties in order to prevent fraud or help to verify your credit rating and identity, in each case, on the understanding that they keep it confidential. We further partner with certain third parties from time to time to refer clients to us in return for a revenue share. If you have been referred to us by a partner, you acknowledge and agree that we may disclose your Confidential Information to the partner for the purposes of providing them a status of your activity levels and calculating their revenue share. Any disclosure is made on the basis that the partner is bound by confidentiality obligations.

28.4 If a party intends to disclose Confidential Information in a way allowed by Clause 28.2(c) above, it must to the extent reasonably practicable:

(a) give the other party advance notice of the fact and a copy of the information which it intends to disclose;

(b) allow the other party to make representations or objections about the disclosure; and

(c) take into account the reasonable representations and objections the other party makes.

28.5 The duties in this Clause 28 shall continue to apply after this Agreement ends without limit in time.

29 Platform

29.1 You may, with our prior written consent, use a Platform to access a Service.

29.2 If you use a Platform, you acknowledge and agree that:

(a) The provider of the Platform (the "**Platform Provider**") may have, depending on the Service(s) enabled on the Platform, access to your General Client Account and all transactions, data and other information contained therein (which may include sensitive personal information.

(b) We are not responsible for the Platform, its content, functionality, availability, security, accuracy, reliability, performance, quality, suitability or any other aspect of the Platform. We make no representations, warranties or endorsements of any kind regarding the Platform or any products, services, information or materials available on or through the Platform.

(c) We are not a party to, and have no control over, any agreement or arrangement between you and the Platform Provider. You are solely responsible for complying with the terms and conditions of use, privacy policy and any other policies or rules of the Platform Provider, and for paying any fees, charges or costs associated with your use of the Platform. We are not liable for any loss, damage, claim, liability, expense or cost arising from or relating to your use of the Platform or any breach of your obligations to the Platform Provider.

(d) We do not guarantee that the Platform will be compatible, interoperable, accessible or functional with our online system, App, telephone or email services, or with any other systems, devices, software or hardware that you may

use. We are not liable for any loss, damage, claim, liability, expense or cost arising from or relating to any technical issues, errors, interruptions, delays, malfunctions, defects, viruses, bugs, hacks, breaches or other problems affecting the Platform or your access to or use of the Platform.

(e) We reserve the right to suspend, terminate, modify or withdraw your access to or use of the Platform at any time, without notice or liability, for any reason or no reason, including but not limited to if Ebury believes that your use of the Platform violates any applicable law, regulation, rule, Ebury's terms and conditions, or Ebury's policies or procedures, or if Ebury ceases to have a contractual relationship with the Platform Provider.

30 Ebury App

30.1 You may only download and install the App for use on the device of an Authorised Party. We will treat any instructions or actions made on the App as an instruction or action made by your Authorised Party. We will not be responsible for any Losses by you incurred in connection with any misuse of the App in contravention of this Agreement.

30.2 From time to time, we may update the App to improve the performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App (or your phone's operating system to the latest version available) for these reasons. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the App.

30.3 Your use of the App is subject to any rules and policies applied by the relevant app store provider or operator.

31 Amazon terms

31.1 This Clause 31 shall apply to the extent that you register your General Client Account to receive disbursements with Amazon.

31.2 You shall immediately inform Ebury if you have registered your General Client Account to receive disbursements with Amazon.

31.3 You shall immediately provide to Ebury details of all depositary bank accounts and/or Beneficiary Account (a "**BBA**") which you use for the purposes of exiting or settling funds from your General Client Account including:

31.3.1 bank code (if applicable);

31.3.2 secondary bank code (if applicable);

31.3.3 bank country;

31.3.4 bank account type;

31.3.5 bank name;

31.3.6 account number; and

31.3.7 confirmation that you have control of and access to each BBA.

31.4 Ebury may request further information from you from time to time as requested from us by Amazon and you shall cooperate fully with any such request.

31.5 Ebury will share certain information about you and your General Client Account with Amazon as further detailed in the privacy notice referred to in Clause 32.14 of the Agreement. We may continue to share your information with Amazon after the termination of the Agreement.

31.6 You authorise Ebury to debit or recall any amounts from your General Client Account that Amazon determines that you owe to Amazon (in its sole discretion) in accordance with your Amazon Agreement.

31.7 Ebury shall not be liable to you for:

31.7.1 any act or omission of Amazon including those resulting from your entry into this Addendum; and

31.7.2 any amount that Ebury recalls or debits from your General Client Account when acting on the instructions of Amazon.

31.8 You agree to indemnify us for any Losses which arise due the use of your General Client Account with Amazon.

31.9 Any issues or disputes in connection with the use of your General Client Account with Amazon shall be resolved directly between you and Amazon.

32 Other important terms

32.1 Ebury Partners (DIFC) Limited is regulated by the DFSA and registered in the DIFC, with its registered office at C1005, Burj Daman, DIFC, Dubai. We are authorised by the DFSA to provide the Financial Services of: "Providing Money Services" and "Arranging Credit" in or from the DIFC.

32.2 Except where expressly provided otherwise, no express term of this Agreement (nor any term implied under it) is enforceable pursuant by any person who is not a party to it.

32.3 We may agree to communicate with you in one or more languages depending on the location of the Ebury Representative which provides Services to you. The primary business language used by Ebury is English, and so if we have not expressly agreed otherwise, communications from you to us (in particular legal notices, correspondence and documentation) should be in the English language.

32.4 In the event of any conflict between the English version and any local language versions of this Agreement, the English version shall prevail and be binding for all purposes. Additional language versions may be added to this Agreement from time to time without notice, provided that such additions are for translation purposes only and do not alter the substantive terms of the Agreement.

32.5 Any notice or other information required by this Agreement shall be given to the other, by delivering it by hand; sending it by pre-paid registered post; or sending it by email or comparable means of communication to the other party. Any notice or information given by post in the manner provided by this Clause 32.5, shall be deemed to have been given five (5) Business Days after the envelope containing it was posted. Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission (unless such notice or information is returned to the sender as undelivered).

32.6 Unless otherwise agreed by the parties in writing, service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by delivering it by hand or sending it by pre-paid registered post to the other party at its registered office or at its last known address, as applicable.

32.6.1 Any document which is to be delivered by hand in the manner provided for by Clause 32.6, shall be deemed to have been served on the earlier of (i) the date on which the documents are delivered to the relevant address; or (ii) if the documents cannot be left at the relevant address, five (5) Business Days after the date on which details of how the recipient may collect the documents are either left at the relevant address or otherwise provided to the recipient in writing.

32.6.2 Any document which is to be served by pre-paid registered post in the manner provided for by Clause 32.6, shall be deemed to have been served not later than five (5) Business Days after the envelope containing the document was posted.

32.7 You may request a copy of any notice or other information delivered in connection with this Agreement by contacting an Ebury Representative.

32.8 We may listen in to or record phone calls with you (or any of your Authorised Parties) to:

(a) check we are carrying out your instructions correctly and that we are meeting our regulatory obligations; (b) help detect or prevent fraud or other crimes;

(b) improve our Services; and/or

(c) to the extent permitted by Applicable Law, use in any dispute or legal proceedings.

32.9 Should any provision of this Agreement be deemed unenforceable, illegal or ineffective, the remaining provisions will nevertheless remain in full force and effect.

32.10 In the provision of services under this Agreement we may use the services of our Affiliates. You authorise us to use the services of such Affiliates in the provision of such services without your further consent and on such terms as we may determine.

32.11 We may:

(a) assign any or all of our rights under this Agreement to any Affiliates or third parties; and

(b) transfer (by novation or otherwise) all or any of our obligations under this Agreement to any person (a "Transferee") provided that no transfer of our obligations will be effective until the Transferee has confirmed to you in writing that it is bound by the terms of this Agreement.

32.12 You may not assign, charge, transfer or grant security over any of your rights or obligations under this Agreement without our prior written consent.

32.13 No failure or delay by either party in exercising any of its rights under this Agreement or pursuant to Applicable Laws shall be deemed to constitute a waiver of that or any other remedy or right, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32.14 Clauses 32.14-32.21 need to be read in conjunction with our privacy notice referred to in Clause 32.21. We, as data Controller, will observe the requirements of the DIFC Data Protection Law, the EU General Data Protection Regulation, and, in respect of activities in the Specified Jurisdiction, the Personal Data Protection Act 2022, Act No. 11 of 2022 (PDPA), and any other applicable data protection law in the performance of our obligations under this Agreement. We will comply with any reasonable request made or direction given by the Customer, which is directly due to the requirements of the relevant data protection law.

32.15 The types of personal data we hold in relation to this Agreement include, without limitation, identification information, contact, profile, marketing, transactional, financial, usage and technical information. In this context, you might be requested to provide personal data on natural persons such as employees, agents, managers, directors, legal and authorised representatives, shareholders and ultimate beneficial owners, which you agree to communicate upon request of Ebury.

32.16 This personal data may come from (i) the way you interact with Ebury, for example, the use of the Services; (ii) the way you use the General Client Account, including information about payments you make and receive, such as amount, currency and the details of the beneficiary; (iii) people appointed to act on your behalf, credit reference agencies or fraud prevention agencies.

32.17 You acknowledge and agree that the availability of your General Client Account is subject to communication by the Customer of up-to-date Customer full identification information and up-to-date supporting documents thereto. We may suspend the availability or use of the General Client Account until all required identification information has been provided in a form satisfactory to us.

32.18 If you download any mobile applications or use any online platforms, these may contain additional requests for consent to use your information or personal data. If you provide us with Personal Data about other persons which Ebury uses to provide the Services, you confirm that you have a valid legal basis, including obtaining consent where required, to provide any Personal Data to us.

32.19 We collect and use personal data to allow us (and, where relevant, our Affiliates) to (i) provide the Services to you in accordance with the Agreement; (ii) assess our risks in providing those Services in accordance with the Agreement; (iii) develop new and improved products and services, including conducting market and product analysis based on our legitimate interests ; (iv) comply with legal or regulatory obligations as a data Controller and regulated business, including the prevention and detection of fraud, money laundering, counter-terrorism, identity theft and other crime; (v) analyse, assess and improve our services to our customers and for training and quality purposes based on our legitimate interests; (vi) enable us to enforce our rights under this Agreement if necessary.

32.20 Ebury may pass personal data to third-party service providers, our Affiliates, or Ebury's agents and advisers (including their subcontractors), on the understanding that they keep it confidential. Ebury may also pass personal data to third parties in order to prevent fraud (including fraud prevention agencies), Tanzania and overseas regulators and authorities in connection with their duties (such as crime prevention or as otherwise required by Applicable Laws), credit referencing agencies and identity checking agencies (and other sources of information that help to verify your credit rating and identity). A record of this process may be kept by third parties and may be used to help other companies verify your credit rating and identity, and to prevent fraud. Ebury may also need to give its auditors, professional advisers, agents or subcontractors access to personal data or anyone who is interested in Ebury's business. Ebury may send personal data

outside Tanzania to jurisdictions which may not have an equivalent standard of data privacy laws as that in the DIFC. Where Ebury does this, Ebury will take appropriate steps to protect personal data.

32.21 For further information on our privacy notice, please refer to https://privacy.ebury.com/.

32.22 Relationship of the parties: The parties acknowledge that they will each act as separate and independent data Controller, in relation to any processing of personal data under this Agreement:

(i) you, as data exporter (Customer), will either act as separate and independent data Controller or, where applicable, as a data Processor on behalf of any other third party data Controllers (or prospective data Controllers). Where you act as a data Processor, you represent and warrant that you process personal data solely on documented instructions of any relevant third-party data Controller and you are duly authorised to transfer such personal data, to the data importer (Ebury), in accordance with Article 28(3)(a) of the EU General Data Protection Regulation or, if you are based in the Specified Jurisdiction, in accordance with the Data Protection Laws of the Specified Jurisdiction;

(ii) as soon as the personal data has been transferred to us, we will become a data Controller in our own right in relation to this copy of such personal data; and

(iii) none of the provisions of this Clause 32.22 may be interpreted as indicating the intent of the parties to act as joint data Controllers. The parties shall each comply with their respective obligations under the Applicable Laws. If necessary the parties may agree to sign a data sharing agreement to further describe the processing of the personal data that will take place

33 Governing Law

33.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the law of England and Wales.

33.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). For such purposes each party irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by a court of England and Wales exercising jurisdiction pursuant to this Clause 33.