

TELEGIRO, INC. MARKETPLACE USER AGREEMENT

This Marketplace User Agreement (this "**Agreement**") is entered into as of the date last signed below (the "**Effective Date**"), by and between:

TeleGiro, Inc., a Delaware corporation with its principal place of business at 5201 Waterford District Drive, 9th Floor, Miami, Florida 33126 ("**TeleGiro**" or "**Marketplace Owner**"); and

The entity identified on the signature page hereto ("**Marketplace User**" or "**User**").

TeleGiro and Marketplace User are each referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, TeleGiro is a licensed Money Services Business ("MSB") registered with the Financial Crimes Enforcement Network ("FinCEN") and holds money transmitter licenses in the states of Florida and New Jersey;

WHEREAS, TeleGiro has entered into a Marketplace Agreement with a Payment Service Provider ("PSP"), pursuant to which TeleGiro may offer certain digital payment and banking services to its customers;

WHEREAS, the Services are provided through PSP's relationships with various Financial Services Providers ("FSPs") and payment Networks, each of which imposes certain requirements and restrictions;

WHEREAS, Marketplace User desires to access the Services through TeleGiro's platform; and

WHEREAS, TeleGiro is willing to provide access to the Services to Marketplace User, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings set forth below:

1.1 "Account" means the PSP account established for Marketplace User through TeleGiro's platform.

1.2 "Applicable Law" means all applicable federal, state, local, and foreign laws, statutes, regulations, rules, ordinances, codes, and orders, including but not limited to the Bank Secrecy Act, USA PATRIOT Act, OFAC regulations, NACHA Operating Rules, Card Scheme Rules, Check21 requirements, and applicable state money transmission laws.

1.3 "PSP" means the Payment Service Provider through which TeleGiro provides the Services.

1.4 "PSP Services" means the digital payment platform services provided by PSP that enable businesses and individuals to send, request, and receive payments.

1.5 "Confidential Information" means all non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, including but not limited to the terms of this Agreement, transaction data, customer information, and business strategies.

1.6 "End User" means any customer, client, vendor, or other third party of Marketplace User who uses or benefits from the Services through Marketplace User.

1.7 "FSP" or "Financial Services Provider" means any bank, financial institution, or other entity that PSP partners with to facilitate payment settlement operations on payment Networks.

1.8 "Network" means any payment settlement network, including but not limited to the ACH network, Fedwire, Check21 network, The Clearing House, and VISA/Mastercard Network.

1.9 "Operating Regulations" means the rules, regulations, requirements, and terms governing the processing of transactions for the Network(s) used to process transactions, including NACHA Operating Rules, Card Scheme Rules, and Check21 regulations, as amended from time to time.

1.10 "Pass-Through Terms" or "PTTs" means the PSPs. Terms & Conditions for Businesses, attached hereto as Exhibit A and incorporated by reference, as may be amended from time to time.

1.11 "Reserve" means funds held by TeleGiro or PSP to secure Marketplace User's payment obligations under this Agreement.

1.12 "Services" means the PSP Services made available to Marketplace User through TeleGiro's platform, including digital payments, ACH transfers, check processing, and related services.

2. RELATIONSHIP OF PARTIES; DISCLAIMERS

2.1 Independent Contractor. Marketplace User is an independent contractor of TeleGiro. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment relationship, or agency relationship between the Parties, except as expressly set forth herein.

2.2 No Agency. Marketplace User shall have no authority to act as an agent of TeleGiro, to bind TeleGiro to any agreement, or to represent that Marketplace User has any such authority. Marketplace User shall not hold itself out as an agent, representative, or employee of TeleGiro.

2.3 TeleGiro's Role. MARKETPLACE USER ACKNOWLEDGES AND AGREES THAT:

- (a) TeleGiro is a licensed Money Services Business and NOT a bank, depository institution, or fiduciary;
- (b) TeleGiro does not guarantee the availability, timing, or successful completion of any transaction;
- (c) TeleGiro does not guarantee the solvency or performance of any FSP, Network, or PSP;
- (d) TeleGiro does not assume credit risk for Marketplace User or any End User;
- (e) TeleGiro is not responsible for verifying bank account information for End Users;
- (f) Funds held in connection with the Services are held by FSPs, not by TeleGiro, and TeleGiro does not hold, own, or transmit money or monetary value.

2.4 Third-Party Beneficiaries. Marketplace User acknowledges that PSP, each FSP, and each Network is a third-party beneficiary of this Agreement and may enforce this Agreement directly against Marketplace User.

3. SERVICES

3.1 Grant of Access. Subject to the terms and conditions of this Agreement, TeleGiro shall provide Marketplace User with access to the Services through TeleGiro's platform.

3.2 Pass-Through Terms. Marketplace User acknowledges and agrees that its use of the Services is subject to the Pass-Through Terms. In the event of any conflict between this Agreement and the Pass-Through Terms, the Pass-Through Terms shall control with respect to Marketplace User's direct use of the PSP Services.

3.3 Service Modifications. TeleGiro reserves the right to modify, suspend, limit, or discontinue any aspect of the Services at any time, with or without notice, due to:

- (a) Changes in Applicable Law or Operating Regulations;
- (b) Requirements imposed by PSP, any FSP, or any Network;
- (c) Risk management or fraud prevention concerns;
- (d) Regulatory examination, investigation, or enforcement action;
- (e) Any other reason in TeleGiro's sole discretion.

3.4 Network and FSP Requirements. Marketplace User acknowledges that certain Networks and FSPs may require a direct agreement with Marketplace User. If Marketplace User is required to enter into such an agreement and declines to do so, TeleGiro may suspend or terminate Marketplace User's access to the Services.

3.5 Third-Party Service Providers. TeleGiro may integrate and rely on third-party service providers, including banks, payment networks, and technology providers, to deliver certain aspects of the Services. Marketplace User acknowledges and agrees that use of the Services may be subject to additional pass-through terms imposed by such third-party service providers ("Pass-Through Terms"), which Marketplace User and its End Users must accept prior to accessing the Services.

4. REGISTRATION AND ACCOUNT REQUIREMENTS

4.1 Registration. To access the Services, Marketplace User must complete TeleGiro's registration process and provide all required information, including but not limited to:

- (a) Legal business name, formation documents, and certificate of good standing;
- (b) Business address, telephone number, and email address;
- (c) Tax identification number (or foreign equivalent);
- (d) For at least one principal of the business: government-issued identification (passport or equivalent), social security number (if applicable), date of birth, and residential address;
- (e) Beneficial ownership information as required by Applicable Law;
- (f) Such other information as TeleGiro, PSP, or any FSP may reasonably request.

4.2 Verification. Marketplace User authorizes TeleGiro, PSP, and their agents to make any inquiries necessary to verify the information provided, including but not limited to verification against government databases, credit reporting agencies, sanctions lists, and third-party data providers. Marketplace User expressly authorizes TeleGiro to request a credit report on any principal.

4.3 Ongoing Obligations. Marketplace User shall promptly notify TeleGiro of any changes to the information provided during registration and shall provide updated information within five (5) business days of any such change.

4.4 Account Security. Marketplace User is solely responsible for maintaining the confidentiality and security of its Account access credentials. Marketplace User is responsible for all activity occurring under its Account, whether or not authorized by Marketplace User.

5. END USER RESPONSIBILITY

5.1 Full Responsibility. MARKETPLACE USER IS SOLELY AND FULLY RESPONSIBLE FOR ALL END USERS, including but not limited to:

- (a) Verifying End User identity and bank account information;
- (b) Ensuring End User compliance with Applicable Law and Operating Regulations;
- (c) All fraud, unauthorized transactions, or misconduct by End Users;

- (d) All disputes, chargebacks, and returns initiated by or involving End Users;
- (e) Providing first-tier customer support to End Users.

5.2 No TeleGiro Liability. TeleGiro expressly disclaims any duty or obligation to verify bank account information for End Users, and disclaims any liability arising from End User conduct, fraud, disputes, or transactions. TeleGiro is not a party to any commercial relationship between Marketplace User and any End User.

5.3 End User Agreements. Marketplace User shall ensure that each End User agrees to terms and conditions that are at least as protective of TeleGiro as the Pass-Through Terms, and that include appropriate disclaimers, limitations of liability, and compliance requirements.

6. COMPLIANCE OBLIGATIONS

6.1 General Compliance. Marketplace User shall comply with all Applicable Law and Operating Regulations in connection with its use of the Services. Marketplace User expressly acknowledges and agrees that it is assuming the risk of non-compliance with Operating Regulations and Network rules.

6.2 Specific Compliance Requirements. Without limiting Section 6.1, Marketplace User shall comply with:

- (a) The Bank Secrecy Act and its implementing regulations;
- (b) The USA PATRIOT Act;
- (c) OFAC sanctions programs and regulations;
- (d) NACHA Operating Rules;
- (e) Card Scheme Rules (Visa, Mastercard);
- (f) Check21 requirements;
- (g) PCI-DSS requirements (to the extent applicable);
- (h) All applicable anti-money laundering laws of Marketplace User's jurisdiction.

6.3 OFAC Compliance. Marketplace User represents and warrants that neither it, nor any of its principals, beneficial owners, or End Users is:

- (a) Listed on OFAC's Specially Designated Nationals and Blocked Persons List or any other OFAC sanctions list;
- (b) Located in, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive OFAC sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine);
- (c) Otherwise prohibited from using the Services under U.S. law.

6.4 Cuba Restriction. Marketplace User acknowledges and agrees that it shall not send any transactions or payments to Cuba through the Services, directly or indirectly. Any violation of this provision shall result in immediate

termination of this Agreement, and Marketplace User shall remain liable for all fees owed for the remaining contractual term.

6.5 Prohibited Activities. Marketplace User shall not use the Services in connection with any prohibited activities, including but not limited to: adult content and services, illegal or regulated substances, financial crimes (including pyramid schemes and Ponzi schemes), illegal gambling, content promoting violence or hate, weapons, and unauthorized pharmaceuticals.

7. INFORMATION, AUDIT, AND COOPERATION

7.1 Information Requests. Marketplace User shall provide TeleGiro with any information, documentation, or records that TeleGiro reasonably requests in connection with:

- (a) TeleGiro's compliance with Applicable Law;
- (b) Requests from PSP, any FSP, or any Network;
- (c) Regulatory examinations, investigations, or inquiries;
- (d) Risk management, fraud prevention, or AML compliance;
- (e) Investigation of disputes, chargebacks, or suspected unauthorized activity.

7.2 Response Time. Marketplace User shall respond to information requests within forty-eight (48) hours, or such shorter period as may be required by Applicable Law or by TeleGiro's regulators, PSP, FSPs, or Networks.

7.3 Cooperation. Marketplace User shall cooperate fully with TeleGiro in connection with any audit, examination, investigation, or inquiry conducted by TeleGiro, PSP, any FSP, any Network, or any regulatory authority.

7.4 Audit Rights. TeleGiro may audit Marketplace User's records, systems, and facilities relating to this Agreement upon reasonable advance notice. Marketplace User shall provide TeleGiro and its auditors with reasonable access during normal business hours.

7.5 Failure to Cooperate. TeleGiro may immediately suspend access to the Services if Marketplace User fails to timely respond to an information request or cooperate with an audit, examination, or investigation.

8. API ACCESS, ACCESS TOKENS, AND MISUSE

8.1 API Access. To the extent Marketplace User accesses any TeleGiro services, features, or functionality through application programming interfaces ("APIs"), such access is provided solely in accordance with this Agreement and any applicable Pass-Through Terms. Marketplace User acknowledges that API access is a limited, revocable privilege and not a right.

8.2 Access Tokens. Any API keys, credentials, access tokens, authentication secrets, or similar mechanisms ("Access Tokens"):

- (a) Are proprietary, confidential, and remain the exclusive property of TeleGiro and/or its service providers;

- (b) Are issued solely for the approved scope of use under this Agreement;
and
- (c) May be suspended or revoked at any time at TeleGiro's discretion.

Marketplace User shall use Access Tokens only in secure, server-side environments and shall implement reasonable technical and organizational safeguards to protect such Access Tokens from unauthorized access or disclosure.

8.3 Prohibited Use and Misuse of Access Tokens. For purposes of this Agreement, "Misuse of Access Tokens" includes, without limitation:

- (a) Embedding or exposing Access Tokens in client-side applications, browser-based code, mobile applications, or publicly accessible repositories;
- (b) Sharing, transferring, selling, sublicensing, or otherwise disclosing Access Tokens to any third party, including affiliates, contractors, developers, or service providers, except as expressly authorized in writing by TeleGiro;
- (c) Reusing the same Access Token across multiple applications, environments, customers, or End Users without TeleGiro's prior written approval;
- (d) Using Access Tokens to provide services to third parties outside the scope expressly permitted under this Agreement, including offering an API or services derived from TeleGiro's API;
- (e) Using Access Tokens to access features, functions, or transaction types not expressly authorized;
- (f) Failing to rotate, revoke, or secure Access Tokens following a suspected or actual security incident; or
- (g) Permitting any End User to access the Services without first accepting the applicable Pass-Through Terms.

Any Misuse of Access Tokens constitutes a material breach of this Agreement.

8.4 Responsibility for Use. Marketplace User is solely and fully responsible for all use, misuse, and activity conducted through its Access Tokens, including any acts or omissions by its employees, officers, agents, contractors, developers, or End Users. Marketplace User shall promptly notify TeleGiro of any suspected or actual unauthorized access, misuse, or compromise involving Access Tokens.

8.5 Suspension and Revocation. TeleGiro may, in its sole discretion and without prior notice, suspend or revoke API access, Access Tokens, or any related Services if TeleGiro determines that:

- (a) Misuse of Access Tokens has occurred or is reasonably suspected;
- (b) Such action is required by Applicable Law, regulation, service provider, sponsor bank, or payment network; or

(c) Such action is necessary to mitigate fraud, security, compliance, or operational risk.

8.6 Indemnification for API and Token Misuse. Without limiting the generality of Article 13 (Indemnification), Marketplace User shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all losses, damages, liabilities, fines, penalties, costs, fees (including reasonable attorneys' fees), and claims arising out of or relating to:

- (a) Misuse of API access or Access Tokens;
- (b) Failure to safeguard Access Tokens; or
- (c) Failure to ensure End User acceptance of applicable Pass-Through Terms.

9. FEES AND PAYMENT

9.1 Fee Schedule. Marketplace User shall pay TeleGiro the fees set forth in Exhibit A (Fee Schedule), which is attached hereto and incorporated by reference.

9.2 Payment Terms. TeleGiro shall invoice Marketplace User monthly for all fees incurred. Payment is due within fifteen (15) days of the invoice date.

9.3 Fee Changes. TeleGiro may modify the Fee Schedule upon thirty (30) days' prior written notice to Marketplace User. Notwithstanding the foregoing, TeleGiro may implement fee changes immediately if required by changes to fees charged by PSP, any FSP, or any Network, or by changes in Applicable Law.

9.4 Chargebacks and Returns. Marketplace User is responsible for all chargebacks, returns, and related fees. TeleGiro may deduct chargeback and return amounts, plus applicable fees, from funds otherwise due to Marketplace User.

9.5 Taxes. Marketplace User is solely responsible for determining, collecting, withholding, reporting, and remitting any taxes arising from Marketplace User's use of the Services.

10. RESERVES, SET-OFF, AND SECURITY INTEREST

10.1 Reserve Requirement. TeleGiro may, in its sole discretion, require Marketplace User to maintain a Reserve to secure Marketplace User's payment obligations under this Agreement. The amount and terms of any Reserve shall be determined by TeleGiro based on Marketplace User's transaction volume, chargeback history, risk profile, and other factors.

10.2 Funding the Reserve. If Marketplace User does not have sufficient funds to satisfy the required Reserve, TeleGiro may fund the Reserve from:

- (a) Funds credited to Marketplace User's Account;
- (b) Funds due to Marketplace User under this Agreement;

- (c) Marketplace User's bank account or other payment instrument registered with TeleGiro;
- (d) Any other source available to TeleGiro.

10.3 Set-Off Rights. To the extent permitted by law, TeleGiro may set off any amounts owed by Marketplace User (including fees, chargebacks, fines, penalties, and indemnification obligations) against:

- (a) Any funds in Marketplace User's Account;
- (b) Any funds in the Reserve;
- (c) Any amounts otherwise due to Marketplace User;
- (d) Any bank account or payment instrument registered with TeleGiro.

10.4 Security Interest. Marketplace User grants TeleGiro a security interest in and lien on: (a) all funds held in the Account; (b) all funds held in the Reserve; and (c) all funds due to Marketplace User under this Agreement. Marketplace User authorizes TeleGiro to make withdrawals and debits without prior notice. Marketplace User shall execute any documents necessary to perfect this security interest.

10.5 Survival. TeleGiro's rights under this Article 10 shall survive termination of this Agreement until all of Marketplace User's obligations have been satisfied.

11. SUSPENSION

11.1 Suspension Rights. TeleGiro may, in its sole discretion, suspend, restrict, or limit Marketplace User's access to all or any portion of the Services, immediately and without prior notice, for any of the following reasons:

- (a) Suspected fraud, unauthorized activity, or AML concerns;
- (b) OFAC match or potential sanctions violation;
- (c) Request or requirement from PSP, any FSP, any Network, or any regulatory authority;
- (d) Unusual transaction volume or patterns;
- (e) Excessive chargebacks or returns;
- (f) Failure to provide requested information or cooperate with an investigation;
- (g) Breach or suspected breach of this Agreement;
- (h) Any other risk concern in TeleGiro's sole judgment.

11.2 Partial Suspension. TeleGiro may suspend access to specific Services (e.g., ACH only, checks only, specific transaction types) while permitting continued access to other Services.

11.3 Funds Hold. During any suspension, TeleGiro may hold funds in Marketplace User's Account pending investigation and resolution. TeleGiro shall not be liable for any damages arising from a suspension or funds hold.

11.4 No Waiver. TeleGiro's decision not to suspend access to the Services shall not constitute a waiver of any right or remedy under this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations. Each Party represents and warrants to the other that:

- (a) It has the full right, power, and authority to enter into and perform this Agreement;
- (b) This Agreement constitutes a legal, valid, and binding obligation;
- (c) Its execution of this Agreement does not conflict with any other agreement to which it is a party.

12.2 Marketplace User Representations. Marketplace User represents and warrants that:

- (a) All information provided to TeleGiro is true, accurate, and complete;
- (b) It is duly organized and in good standing under the laws of its jurisdiction of formation;
- (c) It holds all licenses and permits required to conduct its business;
- (d) It is not sanctioned by the United States and is not on any OFAC list;
- (e) It will use the Services only for lawful business purposes;
- (f) It has implemented and maintains an appropriate AML/BSA compliance program.

13. INDEMNIFICATION

13.1 Marketplace User Indemnification. Marketplace User shall indemnify, defend, and hold harmless TeleGiro, PSP, their FSPs and Networks, and their respective officers, directors, employees, agents, and affiliates (collectively, "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) Any breach of this Agreement by Marketplace User;
- (b) Marketplace User's violation of any Applicable Law or Operating Regulations;
- (c) Any fraud, misrepresentation, negligence, or misconduct by Marketplace User;
- (d) Any act or omission of any End User;
- (e) Any dispute between Marketplace User and any End User or third party;
- (f) Any chargeback, return, or disputed transaction;
- (g) Any regulatory fine, penalty, or enforcement action arising from Marketplace User's conduct;

(h) Any claim by a third party arising from Marketplace User's use of the Services.

13.2 Indemnification Procedure. The Indemnified Party shall promptly notify Marketplace User of any claim and shall permit Marketplace User to control the defense, provided that the Indemnified Party may participate in the defense at its own expense and Marketplace User may not settle any claim without the Indemnified Party's consent.

14. LIMITATION OF LIABILITY

14.1 DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TELEGIRO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TELEGIRO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

14.2 EXCLUSION OF DAMAGES. IN NO EVENT SHALL TELEGIRO, PSP, ANY FSP, OR ANY NETWORK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3 CAP. TELEGIRO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY MARKETPLACE USER TO TELEGIRO DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14.4 ALLOCATION OF RISK. THE LIMITATIONS IN THIS ARTICLE 14 REFLECT A REASONABLE ALLOCATION OF RISK AND ARE A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. TERM AND TERMINATION

15.1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

15.2 Termination for Convenience. Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party.

15.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party:

(a) Materially breaches this Agreement and fails to cure such breach within ten (10) business days after receiving written notice;

- (b) Becomes insolvent, files for bankruptcy, or ceases to conduct business;
- (c) Violates any Applicable Law in connection with this Agreement.

15.4 Immediate Termination. TeleGiro may terminate this Agreement immediately and without notice if:

- (a) Marketplace User engages in any prohibited activity, fraud, or violation of OFAC regulations;
- (b) Required by PSP, any FSP, any Network, or any regulatory authority;
- (c) TeleGiro's agreement with PSP is terminated or suspended.

15.5 Effect of Termination. Upon termination:

- (a) Marketplace User shall immediately cease using the Services;
- (b) TeleGiro may retain funds in Marketplace User's Account and Reserve as necessary to cover pending transactions, chargebacks, disputes, and any amounts owed to TeleGiro;
- (c) All fees and amounts owed shall become immediately due and payable;
- (d) TeleGiro shall provide Marketplace User access to transaction data for thirty (30) days following termination.

16. CONFIDENTIALITY

16.1 Obligations. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such information only for purposes of performing under this Agreement. Neither Party shall disclose Confidential Information to any third party without the other Party's prior written consent.

16.2 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is independently developed by the receiving Party; or (d) is rightfully obtained from a third party without restriction.

16.3 Required Disclosure. A Party may disclose Confidential Information if required by law, regulation, or court order, or if requested by a regulatory authority, provided that it gives the other Party reasonable notice (to the extent permitted) and cooperates in seeking protective treatment.

16.4 Permitted Disclosures. Notwithstanding Section 16.1, TeleGiro may disclose Marketplace User's information to PSP, FSPs, Networks, regulatory authorities, and TeleGiro's professional advisors as necessary to provide the Services or comply with Applicable Law.

17. DATA PRIVACY AND SECURITY

17.1 Data Protection. Marketplace User shall implement and maintain appropriate technical and organizational measures to protect all personal data processed in connection with the Services, consistent with industry standards and Applicable Law.

17.2 Privacy Compliance. Marketplace User shall comply with all applicable data protection and privacy laws, including but not limited to the GDPR (if applicable), the CCPA, and the Gramm-Leach-Bliley Act.

17.3 Data Sharing. Marketplace User acknowledges and consents to TeleGiro sharing information about Marketplace User, End Users, and transactions with PSP, FSPs, Networks, regulatory authorities, and other parties as required by Applicable Law or as necessary to provide the Services.

17.4 Security Incidents. Marketplace User shall notify TeleGiro within twenty-four (24) hours of discovering any actual or suspected security incident affecting the Services or any personal data processed in connection with the Services.

18. MARKETING AND BRAND USAGE

18.1 TeleGiro Rights. Marketplace User grants TeleGiro the right to use Marketplace User's name, logo, and trademarks for:

- (a) Compliance and regulatory reporting purposes;
- (b) Marketing and promotional materials (with Marketplace User's prior approval);
- (c) Communications with investors, partners, and potential customers.

18.2 Marketplace User Restrictions. Marketplace User shall not use TeleGiro's name, logo, or trademarks without TeleGiro's prior written consent in each instance. Marketplace User shall not make any representations about the Services or TeleGiro that are not expressly authorized in writing by TeleGiro.

19. GENERAL PROVISIONS

19.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

19.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in Miami-Dade County, Florida, in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction.

19.3 Regulatory Override. Notwithstanding Section 19.2, Marketplace User acknowledges that Applicable Law, Operating Regulations, Network rules, and FSP requirements may require dispute resolution through specific forums or procedures, and such requirements shall override the arbitration provision to the extent necessary.

19.4 Notices. All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), overnight courier, or certified

mail to the addresses set forth on the signature page. Notices shall be deemed received upon confirmed delivery.

19.5 Assignment. Marketplace User may not assign this Agreement without TeleGiro's prior written consent. TeleGiro may assign this Agreement without restriction.

19.6 Amendment. TeleGiro may amend this Agreement upon thirty (30) days' prior written notice to Marketplace User. Continued use of the Services after such notice constitutes acceptance. Notwithstanding the foregoing, TeleGiro may amend this Agreement immediately if required by changes in Applicable Law, Operating Regulations, or requirements imposed by PSP, FSPs, or Networks.

19.7 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing. No failure to exercise any right shall constitute a waiver of that right.

19.8 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

19.9 Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

19.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

19.11 Survival. The following provisions shall survive termination of this Agreement: Articles 2, 5, 7, 8, 9, 10, 13, 14, 16, and 19, and any other provisions that by their nature should survive termination.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Marketplace User Agreement as of the Effective Date.

TELEGIRO, INC.

MARKETPLACE USER

Name: Goar Gonzalez
Title: Chief Executive Officer
Date: _____

Address:
5201 Waterford District Drive
9th Floor
Miami, FL 33126
Email: goar@telegiro.com

Name: _____
Title: _____
Date: _____
Company: _____
Address: _____

Email: _____

EXHIBIT A
FEE SCHEDULE

1. Account Fees

Service	Fee
Account Setup	\$[]
Account Maintenance (monthly)	\$[]

2. Transaction Fees

Transaction Type	Fee
ACH Transfer	\$[] per transaction
Same Day ACH	\$[] per transaction
Mailed Check	\$[] per check
Printed Check	\$[] per check
Incoming U.S. Wire	\$[] per wire
Incoming International Wire	\$[] per wire

3. Exception Processing Fees

Exception Type	Fee
ACH Return	\$[]
ACH Chargeback	\$[]
Stop Payment	\$[]

Note: All fees are subject to change in accordance with Article 8 of the Agreement. Additional fees may apply for custom services or high-volume processing.