

Affiliate Agreement

This Affiliate Agreement (the "**Agreement**"), effective as of August 9th 2023 (the "**Effective Date**"), is by and between Kresus Labs, Inc., a Delaware corporation with offices located at 4 Funston Ave, San Francisco, CA 94129 ("**Kresus**"), and Company Name a Business Type with offices located at Address ("**Partner**").

WHEREAS, Kresus provides access to its proprietary wallet offerings to its customers;

WHEREAS, Partner desires to access certain offerings described herein, and Kresus desires to provide Partner access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"**Authorized Users**" means Partner's employees, consultants, contractors, and agents (a) who are authorized by Partner to access and use the Services under the rights granted to Partner pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

"**Confidential Information**" has the meaning set forth in Section 8.1.

"**Disclosing Party**" has the meaning set forth in Section 8.1.

"**Documentation**" means any manuals, instructions, or other documents or materials that Kresus provides or makes available to Partner in any form or medium and which describe the functionality, components, features, or requirements of the Services or Kresus Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"**Fees**" has the meaning set forth in Section 7.1.

"**Force Majeure Event**" has the meaning set forth in Section 14.8.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Partner or any Authorized User from accessing or using the Services or Kresus Systems as intended by this Agreement.

"**Indemnitee**" has the meaning set forth in Section 11.3.

"**Indemnitor**" has the meaning set forth in Section 11.3.

"**Initial Term**" has the meaning set forth in Section 13.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Kresus Indemnitee**" has the meaning set forth in Section 11.2.

"**Kresus Materials**" means the Services, Documentation, and Kresus Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Kresus or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Kresus Systems. For the avoidance of doubt, Kresus Materials include Resultant Data and any information, data, or other content derived from Kresus's monitoring of Partner's access to or use of the Services, but do not include Partner Data.

"**Kresus Personnel**" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Kresus or any Subcontractor.

"**Kresus Systems**" means the information technology infrastructure used by or on behalf of Kresus in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Kresus or through the use of third-party services.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, judgment, decree, or other requirement of any federal, state, local, or

foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Partner Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Partner or an Authorized User by or through the Services. For the avoidance of doubt, Partner Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Partner or any Authorized User.

"Partner Failure" has the meaning set forth in Section 4.2.

"Partner Indemnitee" has the meaning set forth in Section 11.1.

"Partner Systems" means the Partner's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Partner or through the use of third-party services.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Personal Information" means information that Partner provides or for which Partner provides access to Kresus, or information which Kresus creates or obtains on behalf of Partner, in accordance with this Agreement that: (i) directly or indirectly identifies an individual; or (ii) can be used to authenticate an individual, in case of both subclauses (i) and (ii), including Sensitive Personal Information as defined herein.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content.

"Receiving Party" has the meaning set forth in Section 8.1.

"Reimbursable Expenses" has the meaning set forth in Section 7.6.

"Renewal Term" has the meaning set forth in Section 13.2.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Resultant Data" means data and information related to Partner's use of the Services that is used by Kresus in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the offerings described in **Exhibit A**.

"Subcontractor" has the meaning set forth in Section 2.6.

"Term" has the meaning set forth in Section 13.2

"Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Kresus.

2. Services.

2.1 Access and Use. Subject to and conditioned on Partner's and its Authorized Users' compliance with the terms and conditions of this Agreement, Kresus hereby grants Partner a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein.

2.2 Documentation License. Kresus hereby grants to Partner a revocable, non-exclusive, non-sublicensable, non-transferable, limited license to use the Documentation during the Term solely for Partner's internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) Kresus has and will retain sole control over the operation, provision, maintenance, and management of the Kresus Materials; and

(b) Partner has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Partner Systems, and sole responsibility for all access to and use of the Kresus Materials by any Person by or through the Partner Systems or any other means controlled by Partner or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Kresus; (ii) results obtained from any use of the Services or Kresus Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Kresus Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the

Kresus Materials, and the Third-Party Materials are and will remain with Kresus and the respective rights holders in the Third-Party Materials.

2.5 Changes. Kresus reserves the right, in its sole discretion, to make any changes to the Services and Kresus Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Kresus' services to its Partners; (ii) the competitive strength of or market for Kresus' services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with the change procedure set forth in **Exhibit B**. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.6 Subcontractors. Kresus may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

2.7 Suspension or Termination of Services. Kresus may, directly or indirectly, suspend, terminate, or otherwise deny Partner's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Kresus Materials, without incurring any resulting obligation or liability, if: (a) Kresus receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Kresus to do so; or (b) Kresus believes, in its discretion, that: (i) Partner or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Partner or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.7 does not limit any of Kresus' other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. Partner shall not, and shall not permit any other Person to, access or use the Services or Kresus Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Partner shall not, except as this Agreement expressly permits:

(a) copy, modify, or create derivative works or improvements of the Services or Kresus Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Kresus Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Kresus Materials, in whole or in part; these provisions apply equally to Kresus and its work with Partner.

(d) bypass or breach any security device or protection used by the Services or Kresus Materials or access or use the Services or Kresus Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or Kresus Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Kresus Systems, or Kresus' provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Documentation, end user license agreement, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Kresus Materials, including any copy thereof;

(h) access or use the Services or Kresus Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;

(i) access or use the Services or Kresus Materials for purposes of competitive analysis of the Services or Kresus Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Kresus's detriment or commercial disadvantage;

(j) access or use the Services or Kresus Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or

(k) otherwise access or use the Services or Kresus Materials beyond the scope of the authorization granted under this Section 3.1.

4. Partner Obligations.

4.1 Partner Systems and Cooperation. Partner shall at all times during the Term: (a) set up, maintain, and operate in good repair all Partner Systems on or through which the Services are accessed or used; and (b) provide all cooperation and assistance as Kresus may reasonably request to enable Kresus to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2 Effect of Partner Failure or Delay. Kresus is not responsible or liable for any delay or failure of performance caused in whole or in part by Partner's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Partner Failure**").

4.3 Corrective Action and Notice. If Partner becomes aware of any actual or threatened activity prohibited by Section 3.1, Partner shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Kresus Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Kresus of any such actual or threatened activity.

5. Data Backup. The Services do not replace the need for Partner to maintain regular data backups or redundant data archives. KRESUS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF PARTNER DATA.

6. Security.

6.1 Partner Control and Responsibility. Partner has and will retain sole responsibility for: (a) all Partner Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Partner or any Authorized User in connection with the Services; (c) Partner's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Partner or through the use of third-party services ("**Partner Systems**"); (d) the security and use of Partner's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Kresus Materials directly or indirectly by or through the Partner Systems or its or its Authorized Users' Access Credentials, with or without Partner's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.2 Access and Security. Partner shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Partner Data, including the uploading or other provision of Partner Data for Processing by the Services.

7. Fees and Payment.

7.1 Fees. Kresus shall pay Partner the compensation \$2 USD per wallet opened after a \$500 threshold is met. All payments are made only a monthly basis, after the Partner has provided the appropriate payment information.

7.2 Taxes. All Fees and other amounts payable by Kresus under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Partner is

responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Kresus hereunder, other than any taxes imposed on Kresus' income.

7.3 Payment. Kresus shall pay all Fees within thirty (30) days after the date of the payment threshold has been met. Kresus shall make all payments hereunder in US dollars by wire or ACH. Payment will be made once all applicable KYC information has been submitted to Kresus.

8. Confidentiality.

8.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 8.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing: all Kresus Materials are the Confidential Information of Kresus and the terms of this Agreement are the Confidential Information of the parties.

8.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 8.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this

Section 8.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own information and in no event less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 8.

(f) Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 8 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

8.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9. Intellectual Property Rights.

9.1 Kresus Materials. All right, title, and interest in and to the Kresus Materials, including all Intellectual Property Rights therein, are and will remain with Kresus and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Partner has no right, license, or authorization with respect to any of the Kresus Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the Kresus Materials are expressly reserved by Kresus. In furtherance of the foregoing, Partner hereby unconditionally and irrevocably grants to Kresus an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

9.2 Partner Data. As between Partner and Kresus, Partner is and will remain the sole and exclusive owner of all right, title, and interest in and to all Partner Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 9.3.

9.3 Consent to Use Partner Data. Partner hereby irrevocably grants all such rights and permissions in or relating to Partner Data as are necessary or useful to Kresus, its Subcontractors, and the Kresus Personnel to enforce this Agreement and exercise Kresus', its Subcontractors', and the Kresus Personnel's rights and perform Kresus', its Subcontractors', and the Kresus Personnel's obligations hereunder.

10. Representations and Warranties.

10.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Additional Kresus Representations, Warranties, and Covenants. Kresus represents, warrants, and covenants to Partner that Kresus will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3 Additional Partner Representations, Warranties, and Covenants. Partner represents, warrants, and covenants to Kresus that Partner owns or otherwise has and will have the necessary rights and consents in and relating to the Partner Data so that, as received by Kresus and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

10.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND SECTION 10.2, ALL SERVICES AND KRESUS MATERIALS ARE PROVIDED "AS IS." KRESUS SPECIFICALLY

DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, KRESUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR KRESUS MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET PARTNER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN PARTNER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11. Indemnification.

11.1 Kresus Indemnification. Kresus shall indemnify, defend, and hold harmless Partner and Partner's officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "**Partner Indemnitee**") from and against any and all Losses incurred by Partner Indemnitee resulting from any Action by a third party (other than an Affiliate of a Partner Indemnitee) that Partner's use of the Services (excluding Partner Data and Third-Party Materials) in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Partner Data;
- (b) access to or use of the Kresus Materials in combination with any hardware, system, software, network, or other materials or service not provided by Kresus or specified for Partner's use in the Documentation;
- (c) modification of the Kresus Materials other than: (i) by or on behalf of Kresus; or (ii) with Kresus's written approval in accordance with Kresus's written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Partner by or on behalf of Kresus; or
- (e) act, omission, or other matter described in Section 11.2(a), Section 11.2(b), Section 11.2(c), or Section 11.2(d), whether or not the same results in any Action against or Losses by any Kresus Indemnitee.

11.2 Partner Indemnification. Partner shall indemnify, defend, and hold harmless Kresus and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Kresus Indemnitee**") from and against any and all Losses incurred by such Kresus Indemnitee resulting from any

Action by a third party that arise out of or result from, or are alleged to arise out of or result from:

(a) Partner Data, including any Processing of Partner Data by or on behalf of Kresus in accordance with this Agreement;

(b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Partner or any Authorized User, including Kresus' compliance with any specifications or directions provided by or on behalf of Partner or any Authorized User;

(c) allegation of facts that, if true, would constitute Partner's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or

(d) the acts or omissions (including recklessness or willful misconduct) by Partner, any Authorized User, or any third party, in connection with this Agreement.

11.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

11.4 Mitigation. If any of the Services or Kresus Materials are, or in Kresus' opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Partner's or any Authorized User's use of the Services or Kresus Materials is enjoined or threatened to be enjoined, Kresus may, at its option and sole cost and expense:

(a) obtain the right for Partner to continue to use the Services and Kresus Materials materially as contemplated by this Agreement;

(b) modify or replace the Services and Kresus Materials, in whole or in part, to seek to make the Services and Kresus Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Kresus Materials, as applicable, under this Agreement; or

(c) by written notice to Partner, terminate this Agreement with respect to all or part of the Services and Kresus Materials, and require Partner to immediately cease any use of the Services and Kresus Materials or any specified part or feature thereof.

11.5 Sole Remedy. THIS SECTION 11 SETS FORTH PARTNER'S SOLE REMEDIES AND KRESUS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND KRESUS MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL KRESUS OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF KRESUS AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO KRESUS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3 Exceptions. The exclusions and limitations in Section 12.1 and Section 12.2 do not apply to Kresus' obligations under Section 11 or liability for Kresus' gross negligence or willful misconduct.

13. Term and Termination.

13.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for three (1) year from such date (the "**Initial Term**").

13.2 Renewal Term. This Agreement will automatically renew unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

13.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Kresus may terminate this Agreement with or without cause at any time and payment will not be rendered unless appropriate KYC information is provided.

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Partner shall immediately cease all use of any Services or Kresus Materials and (i) promptly return to Kresus, or at Kresus's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Kresus Materials or Kresus' Confidential Information; and (ii) permanently erase all Kresus Materials and Kresus' Confidential Information from all systems Partner directly or indirectly controls;

(c) Kresus may disable all Partner and Authorized User access to the Kresus Materials;

13.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 8, Section 10.4, Section 11, Section 12, Section 13.4, this Section 13.5, and Section 14.

14. Miscellaneous.

14.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.2 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that Kresus may, without Partner's consent, include Partner's name and other indicia in its lists of Kresus' current or former customers of Kresus in promotional and marketing materials.

14.3 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 14.3):

If to Kresus: 4 Funston Ave, San Francisco, CA 94129
Email: legal@kresus.com
Attention: Compliance

If to Partner: Address [Redacted]
Email: Email [Redacted]
Attention: Name [Redacted]

Notices sent in accordance with this Section 14.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the second day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.4 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b)

the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

14.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.6 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

14.7 Assignment. Partner shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Kresus' prior written consent. No assignment, delegation, or transfer will relieve Partner of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

14.8 Force Majeure. In no event will Kresus be liable or responsible to Partner, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Kresus' reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on

or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

14.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

14.13 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.14 Equitable Relief. Partner acknowledges and agrees that a breach or threatened breach by Partner of any of its obligations under Section 3.1, Section 4.3, Section

6.1, or Section 8 would cause Kresus irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Kresus will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.15 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its attorneys' fees and court costs from the non-prevailing party.

14.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kresus Labs, Inc.

By: _____

Name: _____

Title: _____

Company _____

By: _____

Name:

Title: __