Master T&C

Zendi - Last Updated: December 9th, 2025.

MAIN SERVICE AGREEMENT

DISCLAIMERS

Please read carefully. These terms and conditions ("Agreement") govern your access to and use of all services provided by Zendi LLC ("Zendi"). Zendi provides services that facilitate the seamless exchange of local currencies and dispersion services and Platform, among others. ("Services").Zendi operates solely within local boundaries, partnering with licensed entities. For more information about Zendi and our services, please visit our website.

The Merchant acknowledges and agrees that communication with Zendi regarding any transaction or concern does not imply that Zendi performs, controls, or is responsible for licensed financial or banking activities. Zendi is a technology service provider that collaborates with duly licensed financial institutions and partners to facilitate regulated transactions. Any communication with Zendi concerning unauthorized or disputed transfers serves solely to initiate the reporting process. Zendi's role is limited to promptly forwarding the Merchant's report to the relevant licensed institution(s) responsible for conducting regulated financial operations, in accordance with Zendi's internal operational protocols and partnership agreements.

If you do not accept these terms and conditions, you must not use or access any service provided by Zendi.

These general terms apply to all signatories to this Agreement. Specific terms may apply in certain jurisdictions, as set out in the applicable commercial proposal or schedule.

The Services are provided without any guarantees. This means Zendi does not promise that the Services will always be uninterrupted, error-free, or suitable for your specific needs, and they are offered in the condition and availability that exist at the time you use them.

All applications and accounts are subject to verification, and Zendi or its partner institutions may request additional documents at any time to fulfill mandatory AML, KYC, KYB, and sanctions screening requirements under applicable laws.

By submitting any information, you confirm that:

- All details provided are true, accurate, and up to date;
- You have the authority to act on behalf of the person or entity named; and
- You have reviewed and accepted the Zendi Privacy Policy, which forms part of this Agreement.

For merchants who enter into any signed contract with Zendi, any modification to the agreed terms, or any expansion of the services or jurisdictions covered, requires a written amendment duly executed by the parties. For merchants who access the Services through a click-and-accept process, Zendi may amend or update this Agreement, its licenses, or its partnerships from time to time. Any changes will be communicated by reasonable means, which may include email, platform notifications, or publication on Zendi's website. Continued use of the Services after such notice constitutes acceptance of the updated terms.

You will be notified of material updates via the platform or email, and continued use of the Services constitutes acceptance of the updated terms.

It is your responsibility to review this Agreement periodically, especially before each use of the Services.

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NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

Article I. INTERPRETATION

Section I.01 Defined Terms. All capitalized and undefined terms herein shall have the meaning ascribed thereto in Section I.04 Definitions.
Section I.02 Parties. Any reference to a "Party" means either Zendi or the Merchant, as applicable. The term "Parties" means both Zendi and the Merchant collectively.
Section I.03 Gender. Unless otherwise indicated, words importing the masculine gender include the feminine and neuter; the singular includes the plural, and vice versa. The words "including" and "include" shall be construed as "including, without limitation."
Section I.04 Definitions.

A. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Zendi. "Control" means the ownership of more than fifty percent (50%) of the voting rights or equity interests of an entity, or the ability to otherwise direct the management or policies of that entity.
B. "**AML/FT Laws**" means all laws, rules, and regulations of any applicable jurisdiction relating to money laundering, terrorist financing, or the proliferation of weapons of mass destruction.
C. "**Anti-Corruption Laws**" means all laws and regulations prohibiting bribery or corruption that apply to a Party, its personnel, shareholders, partners, or administrators.
D. "**Buyer**" means any User or Merchant who acquires or seeks to acquire Currencies or services facilitated by the Platform or through Licensed Partners.
E. "**Channel**" means any legal entity or individual for whom Zendi implements Services with multiple associated Users.
F. "**Commercial Partner(s)**" means any third party with whom Zendi maintains a valid agreement or commercial relation.
G. that supplements or modifies these Terms, and who integrates Zendi's platform or Services—fully or partially—within its own interface, application, or website through any technology, including application programming interfaces (APIs).
H. "**Cookie**" means a small data file generated by a website and stored by your web browser to identify the browser, enable analytics, or remember preferences such as language or login information.
I. "**Currency**" means any recognized unit of value allowing the acquisition of goods or services in fiat form and any currency declared as legal tender by a competent authority in its local jurisdiction.
J. "**Device**" means any internet-connected device, including a phone, tablet, computer, or similar equipment capable of accessing Zendi's Platform and Services.
K. "**Effective Date**" means the date on which this Agreement is executed or accepted electronically and becomes binding between the Parties.
L. "**Electronic Means**" refers to any digital channel used by Zendi to communicate with the Merchant, including email, platform notifications, secure messaging within the Zendi Platform, Slack or Whatsapp message, mobile application alerts, or any other

electronic communication method that Zendi designates as acceptable for official notices or confirmations.

M. "**Exchange Rate**" means the ratio or price relationship between Currencies in which the relevant transaction is conducted.
N. "**FX**" or "**FX Rate**" means the price of one fiat currency expressed in another fiat currency. In supported jurisdictions, this also includes conversions between different currencies as permitted by local regulation.
O. "**Intellectual Property Rights**" means all patents, trademarks, trade secrets, copyrights, moral rights, and any other proprietary rights, whether registered or not, including all related applications and renewals.
P. "**Zendi**" means the trademark and service platform operated by a consortium of companies facilitating the exchange and dispersion of fiat currencies. The companies operating under the Zendi trademark include Sendi US Corporation, Zendi LLC, KBT SA de CV, and EVIA S.A.S., among others. Each member company plays a role in the delivery of the Services, and all references to Zendi in this Agreement shall be deemed to include these entities and their authorized affiliates.
Q. "**Know Your Client (KYC)**" means the process by which Zendi verifies the identity of a Merchant or user, including ultimate beneficial owners (UBOs) and control persons, to ensure compliance with applicable AML and financial-crime prevention regulations.
R. "**Know Your Business (KYB)**" means the verification process used by Zendi to confirm the identity, ownership, and risk profile of a business merchants, including its UBOs and management, for compliance and risk-assessment purposes.
S. "**Licensed Partner**" means any duly regulated payment institution, electronic money institution, financial intermediary, bank, or other entity authorized under applicable law to perform Regulated Financial Services, with whom Zendi cooperates for the execution of transactions requested by the Merchant .
T. "**Mandate**" means the authorization granted by a Paying User allowing Zendi, in a specific and exclusive manner, to use the amount provided for the acquisition of goods or services through approved channels using different Currencies.
U. "**Merchant**" or "**User**" means any natural or legal person who interacts with the Platform or receives Services from Zendi.
V. "**Payer**" means any natural person using the Services to pay for goods or services offered by a User.
W. **"Payment Instruction Request"** means any instruction submitted by the Merchant to Zendi to initiate, execute, or process a payment, transfer, exchange, or settlement transaction, including all details required for its execution such as sender and recipient information, amounts, currencies or destination accounts, and any other data necessary for compliance and operational processing.
X. "**Partner Terms**" means the contractual terms, conditions, disclosures, policies, or operational rules issued by a Licensed Partner and governing the Regulated Financial Services performed by that Licensed Partner. Partner Terms apply to the Merchant either when accepted directly by the Merchant or when accepted by Zendi on the Merchant´s behalf, as authorized under this Agreement, solely to enable the execution of the relevant transaction.
Y. "**Platform**" or "**Website**" means the digital interface or web environment through which Zendi provides access to its Services and products.
Z. "**Regulated Financial Services**" means any activity that requires authorization under applicable financial, payments, banking, or electronic money regulations, including

the execution, clearing, settlement, or processing of payment transactions, the temporary holding of merchants funds, foreign-exchange services, or any similar licensed activity carried out exclusively by Licensed Partners.

AA. "**Retailers**"means legal entities or individuals operating virtual stores or physical establishments that use Zendi's Services to receive payments or settle transactions.

BB. **"Schedules"** means any schedule or annex referenced in this Agreement, including Schedule A (Service Levels by Country).

CC. "**Seller**" means any User who disposes of or seeks to dispose of currencies through transactions facilitated by Zendi's Platform or through Licensed Partners.

DD. "**Service Fees**" means the fees associated with Zendi's Services, calculated on a per-transaction or subscription basis, invoiced in U.S. dollars. Fees vary depending on the jurisdiction, services selected, and terms defined in the relevant Commercial Proposal.

EE. "**Settlement**" means the process of obtaining currency, dispersion or exchange transaction.

Article II. PLATFORM USE & PARTNER TERMS

Section II.01 Regulatory Notice. Merchant identity and transaction information may be requested and verified under applicable AML/CTF laws. See Article V (Compliance).

Section II.02 Partner Institutions. Zendi collaborates with designated financial institutions and regulated partners. Access to certain Services requires acceptance of the applicable partner terms incorporated by reference in the Schedules.

Section II.03 The Merchant shall not: circumvent security; access non-public systems; reverse engineer; use for illegal/fraudulent activity; interfere with the Platform; operate a pass-through bureau; or copy/distribute the Services or Platform except as expressly permitted. Violation is a material breach allowing immediate suspension/termination.

Section II.04 Zendi operates during the standard banking hours of each operational jurisdiction. Typical schedules include:

A. Colombia: 8:15 a.m. – 5:00 p.m. (COT)
B. Mexico: 7:15 a.m. – 4:00 p.m. (CST)
C. United States: 8:00 a.m. – 4:00 p.m. (local time)

Transactions initiated via Zendi's API or automated systems may be processed 24 hours a day, 7 days a week, subject to:

A. System availability,
B. Scheduled maintenance periods, and
C. Network or partner downtime beyond Zendi's control.

Section II.05 Transfer and settlement times depend on the mechanisms available in each country, as well as local banking regulations and cut-off times. Detailed country-specific transfer timelines are provided in Schedule A, which forms an integral part of this Agreement. Zendi does not guarantee any specific transfer or clearance time, as timing may vary due to partner or regulatory dependencies.

Section II.06 Available dispersion (disbursement) options vary by country and financial partner. Applicable options, including bank-to-bank transfers, dispersions, or card payouts, are set forth in Schedule A, subject to:

A. Local regulations,

B. Availability of partner services, and
C. Compliance with AML/FT and transaction-monitoring requirements.

Section II.07 The dispersion schedule—including same-day, next-day, or batch transfer timing—depends on the country of operation, banking hours, and partner systems. Detailed dispersion schedules for each country are included in Schedule A and may be updated periodically. Zendi shall make reasonable efforts to comply with the published dispersion timelines, but no guarantee of time of arrival or completion is provided.

Section II.08 In the event of force majeure or any event beyond Zendi's reasonable control (including but not limited to natural disasters, cyber incidents, telecommunications failures, banking network disruptions, or regulatory freezes), Zendi reserves the right to:

A. Adjust dispersion or transfer schedules, and
B. Communicate new projected processing dates to affected Merchants.

Such adjustments shall not constitute breach of this Agreement and shall not give rise to any claim or compensation. Neither Party is liable for delay/failure due to events beyond reasonable control (including natural disasters, cyber incidents, telecom/banking disruptions, regulatory freezes). Zendi may adjust schedules and will communicate projected dates.

Section II.09 The User's Instructions dictate the timing, amounts, and beneficiaries of all disbursements, subject to:

A. Compliance verification,
B. Funding availability, and
C. The operational and regulatory conditions described above.

Zendi shall act solely upon Instructions that are complete, accurate, and properly authorized in accordance with this Agreement

Article III. MANDATE & PAYMENT INSTRUCTIONS

Section III.01 Merchant authorizes Zendi to receive funds and execute disbursements to the designated bank account, or payment destination.

Section III.02 Zendi acts solely as technical facilitator executing Merchant instructions. No fiduciary, agency, partnership, trust, or JV arises. Zendi is not liable for (i) incorrect Merchant data, (ii) third-party processors/banks/blockchains, or (iii) regulatory/technical limits beyond its control. Processed transfers cannot be reversed or cancelled once executed, unless applicable law requires Zendi to do so. This means that after a transfer has been completed, Zendi has no obligation to refund, reverse, or undo the transaction, except in situations where the law imposes such a duty.

Section III.03 Instructions must be submitted through the Platform or other official notice channels using secure electronic authorization recognized by Zendi (registered email, platform notification), any notice or communication sent electronically shall be deemed received 48 hours after delivery. Only Instructions submitted through the Platform using secure authorization are valid; any instructions sent via email, phone, or messaging are invalid and will not be executed. The Merchant acknowledges that execution of Instructions is performed on a non-fiduciary, pass-through basis, and agrees to hold Zendi harmless for any losses arising from execution in accordance with such Instructions.

Section III.04 A request is not binding until (i) Zendi accepts it and (ii) funds are received and cleared. Zendi may refuse/suspend/cancel any request that is incomplete, inconsistent, fraudulent/suspicious, or poses regulatory/operational risk, without liability.

Section III.05 Zendi shall not use Merchant funds except as explicitly instructed.

Section III.06 The Mandate remains effective while this Agreement is in force; revocation requires written notice and completion of pending settlements; it does not affect transactions already initiated.

Article IV. PROCESS OF TRANSACTION INITIATION AND EXECUTION.

Section IV.01 KYC/KYB approval and acceptance of this Agreement are required. In certain operations, Zendi may provide the Services in coordination with third-party partners. In those cases, the terms and conditions imposed by such partners ("Partner Terms") may also apply. Zendi may request that you accept the applicable Partner Terms directly, or you hereby authorize Zendi to accept them on your behalf when necessary for the execution of the Services. Merchants have an ongoing obligation to keep their KYC/KYB information current and to promptly notify Zendi of any change in ownership, control, or business activity. All KYC/KYB and transactional data shall be retained for a period of not less than five (5) years, or longer if required, depending on local law.

Section IV.02 Once a quote is accepted, the transaction is final and irrevocable; later changes require Zendi's written consent and may incur IN fees.

Section IV.03 If rejected due to Merchant -provided errors, Zendi has **no liability** but may reinitiate when corrected.

Section IV.04 The Merchant is solely responsible for the accuracy and completeness of all information, instructions, wire details, or any other data provided to Zendi, including when such communications are made through third-party channels such as Slack, email, WhatsApp, or similar platforms. Zendi may suspend processing and request clarification or correction whenever any information appears incomplete, inconsistent, or inaccurate.

Section IV.05 Merchant can have only one active account or Only one active account is provided by Merchant or per institution, even when related entities..

Article V. COMPLIANCE

Section V.01 Merchant information is subject to identification/verification/monitoring under Zendi's AML/FT Policies and Procedures.

Section V.02 Merchant authorizes Zendi and vetted providers to process personal/corporate data solely for compliance purposes, in line with applicable data protection laws (including GDPR where applicable). Acceptance of Data Protection/Privacy Policy and authorization for processing are mandatory.

Section V.03 Zendi may update its AML/FT Policy as laws evolve; updates are effective on publication.

Section V.04 Zendi may disclose data to competent authorities/financial intelligence units, regulators, or auditors consistent with law; this is not a breach of confidentiality. Confidentiality obligations shall survive the termination of this Agreement.

Section V.05 Account levels and transaction limits may be applied or adjusted by Zendi based on the Merchant's compliance risk profile, including ongoing KYC/KYB assessments and monitoring results.

Section V.06 Zendi may deny, suspend, or disable accounts in situations such as lack of legal capacity, sanctions listing, suspicious activity alerts, false or unverifiable information, breach of contract, illegal or high-risk operations, six months of inactivity, attempts to circumvent regulatory requirements, or any other reason at Zendi's discretion. Zendi has no liability for such actions. Where reasonably practicable, Zendi will provide notice to the affected user and allow an opportunity to appeal or clarify the matter before any permanent

suspension. Zendi shall not be liable for any suspension or termination made in good faith and in accordance with this Section.
Section V.07 Merchant makes continuing representations of no bribery/corruption violations, no illicit funds/associations, and lawful origin of funds. Breach is material and permits suspension/termination and reporting.
Section V.08 Zendi may require additional documents, explanations, or confirmations from the User at any time. The User must provide all requested documentation promptly and accurately, and must inform Zendi in advance of the purpose and nature of each transaction.
Section V.09 Zendi may act in accordance with Article XVII §5.

Section VI. User Responsibility

Section VI.01 Users are solely responsible for ensuring that any Currency they acquire, hold, or transfer through the Platform comply with all applicable legal, tax, foreign-exchange, reporting, and regulatory requirements. Users expressly acknowledge that:

A. Zendi does not control, manage, or supervise the Currency available on the Platform.
B. Zendi has no obligation to verify, assess, or evaluate:
    a. the target address or jurisdiction of any operation, domestic or cross-border;
    b. the legality, regulatory classification, or legitimacy of any Currency.
C. Zendi may report certain transactions or account information to tax authorities when required by law, and Users remain solely responsible for their own tax obligations, including FATCA and CRS compliance.

Section VI.02 Accordingly, Users must independently assess the legal, tax, and regulatory implications of their Currency transactions.

Article VII. DELIVERY, APPLICATION, AND WITHDRAWAL OF FUNDS

Section VII.01 Once Zendi accepts a Payment Instruction Request, the User shall transfer the corresponding amount to Zendi in order to execute such instruction.
Funds may be delivered:

A. Through any authorized payment method expressly approved by Zendi; or
B. From the available balance in the User's Zendi Account, provided that the balance is sufficient to cover the full amount of the Payment Instruction Request.

If the User fails to provide sufficient funds, Zendi shall have no obligation to process the Payment Instruction Request.
Section VII.02 Funds will be available from the transferred funds to the User's Zendi Account shall occur within three (3) business days from the moment Zendi receives the required authorization or confirmation from the relevant payment service provider involved in the transaction, which may include a partner institution, a payment institution, a financial intermediary, or another duly authorized entity. Zendi shall notify the User of the completion of the crediting process through the Platform or by other accepted electronic means.**Section VII.03** Zendi will make commercially reasonable efforts to process and credit funds within the timeframes stated. However, the User acknowledges that external factors — including banking system delays, network congestion, payment gateway interruptions, compliance verifications, or regulatory holds — may cause delays. Zendi shall not be liable for any inconvenience, loss, or damage arising from such delays or from circumstances beyond its reasonable control.

Section VII.04 For security, regulatory, or risk management reasons, Zendi may, at its sole discretion, place a temporary or indefinite hold on funds credited to a User's account where Zendi has:

A. Reasonable grounds to suspect illegal activity, fraud, or misuse of the Services;
B. Identified discrepancies in the source, purpose, or ownership of funds; or
C. Been instructed by any competent regulatory or judicial authority to suspend such funds.

Zendi shall not be required to release or return any funds subject to such hold until the matter is resolved to Zendi's satisfaction or until legally authorized to do so.

Section VII.05 The User must regularly verify all account and transaction information through Zendi's Platform by logging in with the User's registered email address and personal security credentials. Zendi shall not be responsible for any losses or damages resulting from the User's failure to monitor account activity or verify available balances.

Section VII.06 Zendi and its affiliates shall not be liable for any action, loss, or damage arising from fraudulent or spoofed communications, including fake or "phishing" emails, messages, or websites purporting to originate from Zendi. Users are solely responsible for verifying the authenticity of any communication received and must immediately notify Zendi if a suspicious message or transaction request is detected. Zendi shall not be responsible for any harmful consequences, data breaches, or fund losses resulting from the User's interaction with such fraudulent communications or from the dissemination of fake messages by third parties.

Article VIII. INSTRUCTIONS FOR HANDLING FUNDS

Section VIII.01 Zendi shall execute fund-handling instructions strictly in accordance with the information and directives submitted by the User through the Platform. The User is solely responsible for the accuracy and completeness of all instructions and authorizes Zendi to rely fully upon them without further verification.

Section VIII.02 By registering on the Platform and maintaining an active Zendi Account, the User expressly authorizes:

A. The receipt and crediting of funds transferred or sent by other Users or third parties to the User's account; and
B. The debiting of any applicable fees, service charges, commissions, or adjustments directly from the User's account balance, without the need for additional authorization.

Such authorization remains valid for the duration of the User's relationship with Zendi and applies to all funds credited to the User's account, regardless of source or currency.

Section VIII.03 Once the funds credited to the User's Account are available and cleared, the User may:

A. Withdraw all or part of the available balance; or
B. Instruct Zendi to use the funds to make payments or transfers to other parties.

Withdrawals and payments are subject to:

A. Completion of all pending compliance verifications; and
B. Prior settlement of any outstanding debts, service fees, or obligations owed by the User to Zendi, regardless of origin or cause.

Zendi is hereby authorized to deduct such amounts automatically prior to releasing or transferring any funds.

Section VIII.04 All costs, fees, taxes, or expenses arising from transfers, withdrawals, conversions, or other movements of funds shall be borne exclusively by the User.
Zendi may deduct or collect such costs directly from the User's account balance or require payment in advance, at its discretion.
Section VIII.05 For security and compliance reasons, Zendi may block, delay, or restrict withdrawals of funds in the following situations:

A. The User has received a high number of claims, chargebacks, or disputes within a defined period;
B. Zendi identifies or reasonably suspects the User of engaging in fraudulent, illegal, or high-risk activities; or
C. The User is found to be in breach of these Terms and Conditions or any other applicable agreement.

Any such block or restriction may remain in place indefinitely until the issue is resolved to Zendi's satisfaction or until legally mandated to release the funds. Zendi shall not be liable for any losses, damages, or costs arising from such preventive actions.

Article IX. MERCHANT OBLIGATIONS

Section IX.01 The Merchant shall bear full responsibility for complying with all obligations arising under this Agreement and, in particular, for:

A. Timely transferring the funds necessary for the execution of any disbursement or payment instruction.
B. Managing, preparing, and securely submitting all Instructions through the Platform and ensuring that all information provided is true, complete, accurate, and verifiable. The Merchant is solely liable for any delay, penalty, loss, or damage resulting from erroneous, incomplete, or inaccurate information provided.
C. Ensuring that all transferred funds originate from lawful, verifiable sources, and are not connected to any activity involving money laundering, terrorism financing, or other unlawful acts.
D. Authorizing Zendi to manage the processing, routing, and disbursement of funds strictly in accordance with this Agreement and the applicable Payment Instruction Requests, including the deduction of Service Fees or commissions for services rendered. Zendi does not act as a custodian of Merchant funds and does not provide safekeeping services. Any temporary holding or safekeeping of funds required for the execution of a transaction is performed exclusively by duly authorized third-party partners, such as licensed payment institutions, financial intermediaries, or other regulated service providers.
E. Keeping all registration and account data accurate, complete, and up-to-date. Zendi may suspend, limit, or disable any account if false, misleading, or unverifiable information is detected.
F. Ensuring that sufficient funds are transferred to Zendi to execute each Payment Instruction Request that the Merchant submits and authorizes.
G. Issuing and managing Instructions in a secure manner and maintaining the confidentiality of credentials and access data. Zendi shall not be liable for any delay, penalty, overcharge, or damage resulting from dispersals based on erroneous or inaccurate information provided by the Merchant.

H. Including in every Instruction all required minimum information under the Merchant ’s responsibility. Zendi shall not be liable for any error or delay resulting from missing or inaccurate mandatory data.
I. Ensuring that all transactions, funds, and counterparties (including recipients, employees, partners, shareholders, administrators, and suppliers) are not involved in, or connected to, any illicit activities and that transactions are not used to circumvent or violate any applicable laws or regulations, particularly those concerning AML, CTF, and the financing of weapons proliferation.
J. Establishing and maintaining mechanisms to detect, prevent, and report suspicious activities, in alignment with the obligations under applicable AML/FT laws.
K. Paying or authorizing Zendi to deduct all applicable Service Fees, commissions, and expenses as published on Zendi’s Platform or as otherwise designated by Zendi.
L. Complying with all duties inherent to the nature of this Agreement and taking all actions necessary to ensure the correct and timely execution of its purpose.

Section IX.02 Zendi shall have no obligation to execute any disbursement or transaction instruction when there is evidence or reasonable suspicion that:

- The funds originate from illicit sources; or
- The transaction may be related to money laundering, terrorism financing, or other unlawful conduct.

In such cases, Zendi may, with immediate effect, freeze or restrict the Merchant’s account, block, return, or refuse to process any funds or transactions, and suspend or terminate this Agreement without prior notice. Zendi may also escalate and report the matter to the competent authorities, supervisory bodies, partners, or financial institutions involved. The Merchant acknowledges that Zendi shall have no liability whatsoever for any loss, delay, cost, claim, or consequence arising from or connected to these actions, to the maximum extent permitted by applicable law.

Section IX.03 Either Party may immediately terminate the Agreement without notice or liability if the other Party (or its affiliates, directors, or shareholders) becomes involved in suspected illegal activity, money laundering, terrorism financing, or appears on a sanctions list. The terminating Party may report the matter to authorities, and Zendi retains the right to recover any fees or losses incurred before termination.

Article X. USE OF THE PLATFORM & IP

Section X.01 Prohibited uses. The Platform may be used only for lawful purposes and in accordance with this Agreements Users are strictly prohibited from tampering with the system, breaching security, using bots or malware, spamming, providing false information, using third-party accounts or illicit funds, engaging in ransomware, sanctions evasion, human trafficking, gambling, or transactions involving high-risk jurisdictions, or reverse-engineering the Platform. Any such violation constitutes a material breach, allowing Zendi to immediately suspend or terminate access without notice or liability.

Section X.02 The Platform and Website may display links or provide access to websites, applications, or resources operated by third parties. These links are offered solely for convenience. Zendi does not control or endorse these third-party resources and is not responsible for their content, products, services, or policies. Any access to third-party websites or services is at the User’s sole risk and is governed exclusively by the terms and

privacy policies of those third parties. Zendi disclaims any liability arising from the User's access to, use of, or reliance on any third-party content, products, or services.

Section X.03 Zendi is the exclusive owner of the Platform, Website, APIs, and all related software, databases, documentation, logos, trademarks, designs, text, images, and other proprietary content (collectively, the "Zendi Materials"). Within this ownership framework, Zendi grants the User a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and Website solely for personal or internal business purposes and in accordance with this Agreement. The User may not:

A. Copy, modify, reproduce, republish, distribute, or create derivative works of any Zendi Materials;
B. Reverse-engineer, decompile, or otherwise attempt to extract the source code of any software;
C. Use Zendi's trademarks or trade names without prior written consent.

All content on the Platform is protected under copyright, industrial property, and international IP laws. Unauthorized use of any Zendi intellectual property is strictly prohibited and may result in civil or criminal liability.

Section X.04 By accepting these Terms, the User declares that the Services are being acquired for personal or internal business use, and not on behalf of any third party, unless the User is duly authorized to act as such representative. If a User acquires or uses the Services on behalf of a legal entity or third party, the User must provide proof of authority to bind such entity. If authorization is not proven, the User shall be personally liable for all obligations, transactions, and representations made under this Agreement.

Section IX.05 Zendi's Platform may occasionally be unavailable due to maintenance, technical upgrades, network failures, or other events beyond Zendi's control. Zendi will make reasonable efforts to restore access promptly. Such interruptions do not entitle the Merchant to any claim, compensation, or liability against Zendi.

Article XI. SERVICE PERFORMANCE & LIABILITY

Section XI.01 Zendi agrees to perform its Services with due care, skill, and diligence; execute Merchant instructions using secure systems; use Merchant funds only for authorized purposes; protect data integrity and confidentiality; and operate with commercially reasonable efforts. All Services are provided "as is" and "as available," without additional warranties.**Section XI.02 Limitation of Liability:**

Zendi shall not be liable for any loss, damage, delay, or cost (whether direct, indirect, consequential, or incidental) arising from, or in connection with, any of the following circumstances:

A. Errors, omissions, gross negligence, wilful misconduct by the Merchant , End Users, or any third party, including market manipulation, misuse of credentials, or fraudulent activity.
B. Malfunction, unavailability, or failure of any third-party software, APIs, payment gateways, or banks integrated with Zendi's Platform.
C. Any commercial, investment, or administrative decisions made by the Merchant based on data or information obtained through the Platform.
D. Physical, logical, or connectivity problems on the Merchant 's side, including network or device malfunctions.

E. Events beyond Zendi's reasonable control, including acts of God, governmental restrictions, wars, pandemics, cyberattacks, power failures, or other force majeure circumstances.
F. Any delay, error, or cost resulting from validation times, congestion, or failures in transaction confirmation.
G. The Merchant 's failure to comply with local laws, regulations, or tax obligations related to payments, or currency exchange or dispersion services. The Merchant acknowledges that it is solely responsible for obtaining independent local legal advice regarding such requirements.

Section XI.03 Zendi acts solely as a technology facilitator and does not engage in, or assume, any regulated financial or payment activity. All regulated execution is carried out exclusively by licensed partners under their own terms and regulatory obligations.

Section XI.04 Zendi shall bear no liability for insufficient funds, operational malfunctions, or extraordinary events beyond its control.

Section XI.05 Zendi is not part of the contract between the User and the third-party seller/service provider. Any dispute about what was purchased must be resolved directly with that third party..

Section XI.06 While we strive to ensure reliable access, continuous or uninterrupted availability cannot be guaranteed except as provided in any applicable SLA. In the event of an interruption, we will make reasonable efforts to restore the service as quickly as possible; however, downtime does not entitle the user to any form of compensation..

Article XII. ELECTRONIC FUND TRANSFERS

Further details on our operational structure and partnership with licensed financial institutions are available at https://www.Zendi.com/legal

Section XII.01 If the Merchant suspects that an electronic fund transfer has occurred without authorization, the Merchant must immediately notify Zendi. Prompt notification is the most effective way to minimize potential losses.

H. Notification Period and Liability:
    a. If the Merchant notifies Zendi within one (1) business day after discovering the unauthorized transaction, the Merchant's liability shall not exceed USD 50.
    b. If the Merchant fails to notify within one (1) business day and Zendi can reasonably demonstrate that earlier notification would have prevented further unauthorized use, the Merchant´s liability may increase to a maximum of USD 500.
I. Statement Review:
    a. If the Merchant's account statement includes transactions that the Merchant did not authorize, the Merchant must notify Zendi within thirty (30) calendar days of the statement date.
    b. Failure to report discrepancies within this timeframe may result in the loss of any reimbursement rights for subsequent unauthorized transfers occurring after that 30-day period.
J. Extenuating Circumstances:

a. If the Merchant is unable to provide timely notification due to verified extenuating circumstances (such as hospitalization, travel, or force majeure), Zendi may, at its discretion, extend these deadlines upon satisfactory proof.

Section XII.02 If the Merchant suspect any unauthorized electronic fund transfer, you must immediately contact Zendi through one of the following channels:

a. Email: contact@Zendi.com
b. Telephone: +1 702 813 3800
c. Mail: Zendi, Ground Floor, Century Yard, Cricket Square, Grand Cayman, Cayman Islands, P.O. Box 2238, KY1-1107

Section XII.03 For the purposes of these provisions, business days are Monday through Friday, excluding official public holidays in the relevant jurisdiction of Zendi's operations.

Section XII.04 Information may be disclosed as described in Article V (Compliance) and Zendi's Privacy Policy.

Section XII.05 Merchants will receive electronic account statements on a monthly basis, unless no transactions occur within a given month, in which case Zendi will issue statements at leas quarterly. Account statements shall be made available via secure electronic delivery methods or directly through the Platform.

Article XIII. FINANCIAL INSTITUTION'S LIABILITY

Section XIII.01 Zendi operates solely as a technological facilitator, providing the infrastructure that allows Merchants to access the Regulated Financial Services performed by Licensed Partners. Zendi is not itself a licensed financial institution and does not execute, clear, settle, or otherwise perform any Regulated Financial Services. The Merchant expressly acknowledges that Zendi accounts are not bank accounts and do not constitute deposit-taking activities under any applicable financial legislation.

All Regulated Financial Services required for the execution of a Merchant's transaction are performed exclusively by Licensed Partners in accordance with the applicable Partner Terms. These Partner Terms apply to the Merchant either (i) through the Merchant's direct acceptance when required, or (ii) through Zendi's acceptance of such Partner Terms on the Merchant's behalf, as expressly authorized in this Agreement, solely for the purpose of enabling the requested transaction.

Liability for any failed, delayed, or incorrect execution of a transaction lies exclusively with the Licensed Partner performing the Regulated Financial Service and is governed by the applicable Partner Terms and regulatory framework. Zendi assumes no liability in relation to the performance of any Regulated Financial Services.

Section XIII.02 Zendi shall not be liable for, nor guarantee, the performance of any obligation that a Merchant assumes with third parties in relation to payments made or received through the Platform. Zendi's role is limited to facilitating payment instructions and does not include verification of the underlying contract, obligation, or transaction between the Merchant and any third party.

Section XIII.03 All transactions through the Platform are made at the Merchant's sole risk. Zendi is not liable for lost profits, indirect damages, user disputes, or regulatory violations. Zendi is not a party to underlying transactions and does not verify their purpose, validity, or

legality. In any dispute between Users or third parties, all parties release Zendi from any responsibility or claims.

Section XIII.04 Zendi shall not be liable for any act, error, or omission of third parties or commercial partners, including:

A. Any product or service advertised or offered through the Platform;
B. The non-performance or breach of such third parties; or
C. The accuracy or reliability of content provided by external sources.

The Merchant engagement with any third party is at the Merchants sole risk.

Section XIII.05 Where a transaction requires access to a Licensed Partner's platform, systems, or infrastructure, the availability, performance, or downtime of such systems is governed exclusively by the applicable Partner Terms, and Zendi shall not be liable for any interruption, delay, or unavailability attributable to a Licensed Partner or its systems.
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Article XIV. DISCLOSURE

Section XIV.01 All funds conducted by Zendi on behalf of Merchant are non-interest bearing, unless expressly provided otherwise in a separate written agreement duly executed between Zendi and the Merchant . Zendi does not offer, manage, or guarantee interest-bearing or yield-generating products except in jurisdictions where such products are legally permitted and only if the service is provided either (i) through a Licensed Partner that holds the required regulatory authorization, or (ii) directly by Zendi in jurisdictions where Zendi itself holds the necessary license to offer such products.

Section XIV.02 The fee structure, including setup, maintenance, or transaction fees, shall be defined in the commercial proposal accepted or executed separately by the Merchant . This ensures transparency and predictability regarding all costs associated with the Merchant account. Zendi does not impose minimum balance requirements for account maintenance. However, additional service charges or transactional fees may apply, as specified in the relevant commercial proposal or fee schedule.

Section XIV.03 Zendi reserves the right to revise or update its fees at any time. If Zendi revises the fees applicable to a Service currently used by the Merchant , Zendi shall notify the Merchant at least thirty (30) days prior to the effective date of such revised fees. Continued use of the Service following the effective date of the revised fees shall constitute the Merchant's acceptance of the new pricing structure.

Section XIV.04 The Merchant shall be solely responsible for, and shall bear all costs associated with:

A. The implementation, integration, and use of the Payment Services; and
B. Compliance with all technical, operational, and legal requirements set out under the Merchant's responsibilities in this Agreement.

Zendi shall not be responsible for any integration, hardware, or third-party software expenses incurred by the Merchant .

Section XIV.05 All fees, commissions, and charges paid under this Agreement are non-refundable, except when a Payment Transaction is cancelled by the Merchant before Zendi has commenced processing such transaction. Once processing has begun, no refund shall be due. Zendi will process refunds only in compliance with AML regulations and exclusively to the original source of funds. Refunds to third parties or alternative accounts

are strictly prohibited.

Section XIV.06 If any fees, charges, or expenses remain unpaid, Zendi shall have the right and authority, at its sole and reasonable discretion, to liquidate or offset any or all Currencies or balances held in the Merchant's account(s) to cover such amounts. Zendi may exercise this right without prior notice, and the Merchant hereby irrevocably authorizes such action to satisfy outstanding obligations under this Agreement.

Article XV. TRANSACTION LIMITS AND ACCOUNT FEATURES

Section XV.01 Zendi reserves the right, at its sole discretion, to impose, adjust, or modify transaction limits on any Merchant account or operation. These limits may relate to:

A. The maximum value or frequency of transactions,
B. The volume of funds received, sent, or held, or
C. Any other operational, jurisdictional, or risk-based criteria determined by Zendi or required by regulatory or partner institutions.

Transaction limits may vary by Merchant type, risk profile, jurisdiction, or compliance requirements, and may be adjusted without prior notice to comply with applicable AML/FT laws, partner policies, or internal risk controls.

Article XVI. FRAUD AND PROHIBITED TRANSACTIONS

Section XVI.01 Zendi is not responsible for verifying the authenticity of transactions or parties involved. The User bears full responsibility for any fraud, identity theft, or deceitful activity and must indemnify Zendi for all related losses or claims. Zendi disclaims liability for detecting or preventing fraud, and it is the User's sole responsibility to implement appropriate internal systems, controls, and due diligence procedures to prevent and detect fraudulent or suspicious activities.

Section XVI.02 The User's account is personal, non-transferable, and unique. The User may not assign, share, or authorize any third party to operate or access the account on their behalf. The User is solely responsible for:

A. Maintaining the confidentiality and security of their credentials and access information;
B. Ensuring that no unauthorized person gains access to their account; and
C. All activities conducted through their account, whether authorized or not.

Any use of the account by a third party shall be deemed use by the User, and the User shall be fully liable for all resulting acts, transactions, and consequences.The User must immediately notify Zendi of any unauthorized access or use. Failure to do so may result in suspension or termination of the account and potential liability for resulting losses or damages.

Section XVI.03 The Services and Platform may not be used for, or in connection with, any activity or payment identified as a Prohibited Transaction. A current and regularly updated list of such activities is maintained in Zendi's Prohibited Businesses.

A. Examples of Prohibited Transactions include, without limitation, any activities involving sanctions breaches, money laundering, or terrorism financing; unlicensed gambling; darknet or illicit trade; fraudulent schemes or unregistered securities; crypto exchanges or mixers; and any operations involving child exploitation, drugs, or other illegal goods or services.

Section XVI.04 The User represents and warrants that it shall not use the Platform or Services to conduct or facilitate any Prohibited Transaction, directly or indirectly. This representation is continuous throughout the duration of the Agreement. Any breach of this representation shall constitute a material breach, entitling Zendi to immediate termination of this Agreement and to take any other action permitted by law.

Article XVII. FUNDS AVAILABILITY DISCLOSURE

For consumer-level unauthorized transfers, see Article XI.

Section XVII.01 Zendi processes funds as received once credited by the sending institution. Deposits made before business day cutoff count the same day; those after hours or on non-business days are processed the next business day. Business days are Monday–Friday, excluding weekends and holidays. Full processing details are available on https://www.Zendi.com/legal

Section XVII.02 For new Users, funds are generally available the same business day they are received. However, Zendi may impose temporary holds or extra verification during the first 30 days for compliance, high-risk, or regulatory reasons to ensure security and AML/FT compliance.

Section XVII.03 For deposits from foreign (non-U.S.) financial institutions, funds become available only after Zendi receives confirmed payment. Clearing or settlement times are not guaranteed, and Zendi may apply extra holds or verification steps to meet regulatory and partner requirements.

Article XVIII. TERM, SUSPENSION & TERMINATION

Section XVIII.01 This Agreement shall remain in force for an indefinite period of (2) years from the Effective Date (the “Term”). Upon expiration of the Term, the Agreement shall automatically renew for successive periods of (1) year, unless either Party provides written notice of its intention not to renew at least (20) Business Days before the expiration of the then-current term. Automatic renewals shall continue under the same terms and conditions, unless amended or terminated in accordance with this article.

Section XVIII.02 Either Party may terminate this Agreement for any reason, by providing written notice to the other Party at least twenty (20) Business Days prior to the intended termination date. During the notice period, this Agreement shall remain fully effective, and both Parties shall fulfill all obligations accrued up to the effective termination date.

Section XVIII.03 After a valid termination notice, Zendi will finalize all authorized transactions, the Merchant must settle outstanding fees, and any remaining funds will be returned within ten business days (after deductions). Zendi will retain required records under AML/FT laws, and termination does not affect rights or obligations accrued before its effective date. Any pending funds subject to dispute, investigation, or regulatory hold may remain frozen until resolution or legal clearance. All Merchant data shall be retained, returned, or securely destroyed in accordance with applicable law and Zendi’s data retention policy.

Section XVIII.04 Zendi may immediately and without liability suspend any or all Services if it believes the User's actions violate laws, regulations, or this Agreement; pose legal, regulatory, financial, or reputational risk; fail to meet compliance or technical requirements; or involve insolvency or illegal activity. Suspension is discretionary, may occur without prior notice, and does not entitle the User to any claim, compensation, or refund.

Section XVIII.05 Suspension or termination of the Agreement shall not relieve the Merchant of any obligations incurred prior thereto, including:

A. Payment of fees and charges;
B. Compliance with confidentiality, data protection, and AML obligations; and
C. Responsibility for any transactions initiated before the effective date of suspension or termination.

Section XVIII.06 Upon closure of the Merchant's account or termination of this Agreement, Zendi shall provide written confirmation of closure and, where applicable, a summary of any remaining balances or pending transactions. The Merchant may contact Zendi within fifteen (15) Business Days to dispute the balance or request clarification. The funds in dormant accounts will be held for 1 year before being remitted or forfeited.

Article XIX. INDEMNIFICATION

Section XIX.01 The User shall indemnify, defend, and hold harmless Zendi, its Affiliates, and each of their respective officers, directors, employees, agents, contractors, and subcontractors (collectively, the "Zendi Indemnified Parties") from and against any and all claims, actions, proceedings, damages, losses, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees and legal expenses) (collectively, "Losses") arising out of or in connection with any third-party claim resulting from:

A. Any breach or non-compliance by the User of this Main Agreement, including any representations, warranties, or obligations contained herein;
B. The User's gross negligence, fraud, or willful misconduct;
C. Any claim that the User's use of the Services or the Platform infringes or misappropriates the Intellectual Property Rights or other proprietary rights of any third party; or
D. Any violation by the User of applicable law, including anti-money laundering, data protection, or tax regulations.

This indemnification shall also extend to any third-party claims, regulatory fines, penalties, or damages arising from or related to the User's breach or non-compliance with this Agreement, provided that it shall not apply to any Losses caused by Zendi's own negligence or willful misconduct. The User's indemnification obligations shall apply regardless of the form of action, whether in contract, tort, or otherwise, and shall survive termination of this Agreement.

Section XIX.02 Subject to the Agreement's liability cap, Zendi will indemnify the User for third-party claims arising from (i) Zendi's material breach of this Agreement, excluding breaches caused by the Merchant's own violations; (ii) Zendi's gross negligence or willful misconduct; or (iii) infringement of third-party IP rights by Zendi's proprietary software or Platform—except where such infringement results from the User's actions, modifications, or misuse.

Section XIX.03 An indemnified Party must promptly notify the indemnifying Party of any claim, allow it to control the defense and settlement, and cooperate as needed at the indemnifying Party's expense. The indemnified Party may use its own counsel at its own cost but cannot be bound by any settlement imposing obligations without its prior written consent.
Section XIX.04 Zendi's total aggregate liability under this Article XVIII, whether in contract, tort, or otherwise, shall be limited to direct damages and shall not exceed the total amount of fees paid by the User to Zendi during the twelve (12) months preceding the event giving rise to the claim. In no event shall Zendi be liable for any indirect, incidental, special, punitive, or consequential damages, including lost profits, loss of data, or loss of goodwill, even if advised of the possibility of such damages.

Article XX. ASSIGNMENT AND OTHER DEALINGS

Section XX.01 The User may not assign, novate, transfer, sublicense, reproduce subcontract, delegate, pledge, integrate the Platform without written consent, or otherwise dispose of any of its rights or obligations under this Main Agreement, whether in whole or in part, without the prior written consent of Zendi, which may be granted or withheld at Zendi's sole discretion. Any attempted assignment or transfer by the User without such prior written consent shall be null and void and shall not relieve the User of its obligations under this Agreement.
Section XX.02 Zendi may, without the User's consent, assign or transfer this Agreement to any affiliate, successor, acquirer, or authorized financial or service partner involved in performing the Services. Such transfer does not release Zendi from its obligations but allows the assignee to exercise all Zendi's rights and remedies under this Agreement.
Section XX.03 This Main Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Except as expressly provided in this Article, no person or entity other than the Parties shall have any rights or obligations under this Agreement.
Section XX.04 Except for Zendi's Affiliates and any designated financial institutions expressly referenced herein, this Main Agreement creates no rights, remedies, or benefits for any third party.

Article XXI. GENERAL

Section XXI.01 This Agreement may be executed electronically (including click-to-accept) and in counterparts; electronic signatures (e.g., DocuSign/Adobe Sign/PDF/JPEG) are valid worldwide (eIDAS, ESIGN, UNCITRAL).
Section XXI.02 E-transmitted signed documents are legally effective.
Section XXI.03 No force/effect until at least one duly executed counterpart is exchanged (physically or electronically).
Section XXI.04 This Main Agreement, together with its Schedules, annexes, and any documents expressly incorporated by reference, constitutes the entire agreement between

the Parties concerning its subject matter and supersedes all prior agreements, understandings, promises, and representations, whether oral or written.Oral agreements or prior drafts shall have no effect unless formally signed by both Parties or published through the Platform. No claim for statements not expressly set out herein.

Section XXI.05 If any provision or part of a provision of this Main Agreement is determined by a court or competent authority to be invalid, illegal, or unenforceable, that provision shall be deemed deleted, and the remaining provisions shall continue in full force and effect.

Section XXI.06 Good-faith negotiation to replace any deleted term with one reflecting original intent.

Section XXI.07 No failure or delay by either Party in exercising any right or remedy under this Main Agreement shall constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A single or partial exercise of any right shall not preclude any further exercise of that or any other right or remedy.

Section XXI.08 Main Agreement prevails over Schedules; Schedules over referenced documents; Platform updates prevail where permitted by law.

Section XXI.09 Hand/courier/email/Platform notices are valid; electronic deemed received on transmission during business hours (next business day otherwise).

Section XXI.10 This Main Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of El Salvador, without giving effect to any choice-of-law or conflict-of-law principles that would result in the application of the laws of another jurisdiction.

Section XXI.11 Each Party irrevocably submits to the exclusive jurisdiction of the courts of El Salvador to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Main Agreement or its subject matter or formation.

Section XXI.12 No amendment, modification, or variation of this Main Agreement shall be effective unless made in writing and signed (physically or electronically) by duly authorized representatives of both Parties.

By selecting "I Agree," "Accept," "Submit," or signing electronically, you (a) confirm you have read and accept this Agreement, including any incorporated Partner Terms; (b) agree your electronic action/signature is a valid, binding equivalent to a handwritten signature under applicable e-signature laws; (c) consent to this Agreement being executed, stored, and used solely in electronic form and being legally admissible in all Zendi operating jurisdictions; (d) acknowledge a binding contract is formed between you (or the entity you represent) and Zendi; and (e) agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.

SCHEDULE A

SCHEDULE A - SPECIFIC TERMS FOR SERVICES PER JURISDICTION

To ensure regulatory compliance and operational efficiency, Zendi reserves the right to establish mandate agreements with sister companies for executing local operations. This approach allows Zendi to seamlessly integrate its services across different regions.

Zendi operates as a technology platform. All regulated financial services are performed exclusively by licensed partner institutions under their own supervision. Zendi does not hold, custody, or intermediate merchants funds beyond the technical processing necessary to execute instructions.

Jurisdiction-specific disclosures
(A) Colombia. Zendi Group operates in Colombia through its subsidiary EVIA S.A.S., a company duly incorporated in Colombia. EVIA S.A.S. holds the legal capacity and authority, in accordance with its corporate purpose, to perform the activities described in this Agreement and operates in full compliance with Colombian law.
(B) United Kingdom. Zendi's Services are not offered, marketed, or made available to users located in the United Kingdom. By accepting these terms, you confirm that you are not a UK resident and are not accessing the services from the UK. Zendi reserves the right to refuse service, terminate relationships, or take any necessary compliance measures to enforce this restriction. If you believe this restriction was applied in error, please contact Zendi before using the Services.

The special conditions outlined herein apply exclusively to the provision of services within the specified jurisdictions and are only effective when the services of these jurisdictions are actively engaged by the User.

By selecting "I Agree," "Accept," "Submit," or signing electronically, you (a) confirm you have read and accept this Agreement, including any incorporated Partner Terms; (b) agree your electronic action/signature is a valid, binding equivalent to a handwritten signature under applicable e-signature laws; (c) consent to this Agreement being executed, stored, and used solely in electronic form and being legally admissible in all Zendi operating jurisdictions; (d) acknowledge a binding contract is formed between you (or the entity you represent) and Zendi; and (e) agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.

Colombia Terms

COLOMBIA

Entidad y Autoridad. Zendi Group opera a través de su filial colombiana, EVIA S.A.S., una sociedad debidamente constituida en Colombia. **EVIA S.A.S.** tiene la capacidad y autoridad legal, de conformidad con su objeto social, para llevar a cabo las actividades aquí descritas. Para la prestación de servicios en Colombia, **EVIA S.A.S.**, una sociedad en pleno cumplimiento de la normativa colombiana e identificada con NIT **901420096-7** (en adelante, "**EVIA**" ; ''**Mandatario**''), será la encargada de atender a nuestros merchants (en adelante, ''**Mandante**''; ''Merchant(s)'').

EVIA, bajo el auspicio de **Zendi Group**, administra una plataforma tecnológica diseñada para facilitar la transferencia de fondos hacia cuentas bancarias designadas.

CLÁUSULA PRIMERA: OBJETO

Por medio del presente documento, es importante destacar que Evia no es una entidad financiera. Su modelo de negocio se centra en el desarrollo de un servicio de procesamiento de pagos, específicamente diseñado para la dispersión de pagos. En este sentido, nuestros Merchants otorgan a Evia un Mandato Específico para emitir órdenes de dispersión. Ante cada solicitud de transacción por parte del Merchant, se establece un acuerdo marco que habilita a Evia para realizar una o varias operaciones de dispersión de fondos (la "dispersión"). Esto incluye la adopción de todas las acciones necesarias para llevar a cabo dicha dispersión, lo cual puede implicar la participación de terceros proveedores de servicios en las distintas etapas del proceso.

Los Merchants deberán proveer los fondos destinados a la dispersión, de acuerdo con las instrucciones impartidas a Evia. Estos fondos podrán ser entregados en una o varias transacciones, según lo determine el Merchant, ya sea de manera continua o eventual.

Evia, en su calidad de Mandatario, se compromete a recibir dichos fondos únicamente con el propósito de ejecutar las dispersión(es) asignadas, cumpliendo estrictamente con las instrucciones del Merchant.

CLÁUSULA SEGUNDA: PROCESO

Para realizar la o las dispersiones indicadas por el Mandante, este último deberá emitir una Instrucción que indique las órdenes de realizar dispersiones que el Mandante le dé al Mandatario. En la Instrucción que se realiza por medio de la plataforma del Mandatario, o la que este último designe para dicho efecto, debe estar incluida la totalidad de la información que la misma plataforma solicita.

Basado en la información que contenga la carta de instrucción, el Mandatario realizará la dispersión de los fondos.

En el caso en que el Mandatario no pueda realizar total o parcialmente la dispersión por cualquier causa atribuible a la Información contenida en la carta de instrucción, el Mandatario se lo comunicará tan pronto sea posible a él Mandante para que puedan corregir la Información Mínima y realizar la Dispersión. En todo caso, las Partes declaran aceptar y entender que el Mandatario no responderá por ninguna sanción, sobrecosto, multa o cualquier tipo de perjuicio que pueda ocasionarse como consecuencia de una

dispersión total o parcial que no se haya podido realizar o no se pueda realizar a tiempo debido a errores en la Información contenida en la carta de instrucción.

Parágrafo primero: El Mandatario no estará obligado a realizar ninguna dispersión ordenada por el Mandante en aquellos casos en que no se haya transferido el monto de la dispersión a las cuentas bancarias estipuladas por El Mandatario.

CLÁUSULA TERCERA: PLAZOS

Transferencias Inmediatas: Las transferencias entre cuentas del mismo banco se procesarán de forma inmediata, sin importar el día o la hora en que se realicen.
Las transferencias entre cuentas de diferentes bancos que se inicien después de las 5:00 p.m. los viernes, fines de semana, o festivos, se procesarán dentro de 1 a 2 días hábiles, llegando entre las 8:30 a.m. y las 10:30 a.m., sujetas a los cinco ciclos operativos diarios de la ACH.

Dispersión Semanal: Los fondos recaudados se dispersarán semanalmente dentro del horario operativo de 9:00 a.m. a 5:00 p.m. (hora COT). La tarifa de dispersión será la previamente acordada.

Dispersión Diaria: Para dispersión diaria, especialmente para montos iguales o superiores a $150.000, se deberá presentar una solicitud formal a través del área de soporte en nuestros canales de *Slack*. Cada solicitud será evaluada caso por caso, y se emitirán respuestas según corresponda.

Cronograma de Dispersión: Las transacciones instruidas antes de la 1:00 p.m. en días hábiles se dispersarán el mismo día. Las transacciones instruidas los sábados y domingos se dispersarán el lunes siguiente, a menos que se trate de transferencias entre el mismo banco, las cuales pueden procesarse el mismo día. En las semanas con festivo, las transacciones iniciadas el día anterior, durante el festivo o el fin de semana, se procesarán el siguiente día hábil.

CLÁUSULA QUARTA. VIGENCIA

Los servicios objeto del presente contrato serán prestados por un término de 1 año (días calendario) contado a partir de la firma de este documento, el cual podrá prorrogarse de manera automática de no presentarse notificación por la otra parte con 30 días de antelación a la terminación del presente acuerdo.

CLÁUSULA QUINTA. TERMINACIÓN.

Las Partes podrán dar por suspendido, disminuido, o terminado total o parcialmente los servicios objeto del presente contrato, sin necesidad de indemnización alguna cuando las necesidades así lo exijan, en caso de presentarse las siguientes causas:

1. Por incumplimiento de cualquiera de las obligaciones pactadas en el presente contrato, o en documentos independientes que sean parte integral del presente documento.

2. Por decisión unilateral de cualquiera de las Partes, mediante aviso escrito a la otra parte, con una antelación mínima de treinta (30) días calendario a la fecha de terminación, sin que la misma genere obligación alguna para indemnizar a la otra parte.

3. Por decisiones emitidas por autoridad competente que impidan la continuidad del Contrato o su correcta ejecución.

4. Por Mutuo acuerdo entre las Partes.

5. Por disolución de cualquiera de las Partes.

CLÁUSULA SEXTA: OBLIGACIONES DEL MANDANTE

1. Es responsabilidad transferir los recursos necesarios para que el Mandatario pueda cumplir con el encargo designado.

2. Realizar la debida gestión de la carta de Instrucciones bajo su responsabilidad y de manera segura. De acuerdo con lo anterior, el Mandante será responsable por la Información contenida en las Instrucciones correspondiente y el Mandatario no responderá por ninguna demora, sanción, sobrecosto o perjuicio que sea ocasionado por la realización de cualquier Dispersión con Información errónea o imprecisa

3. Garantizará que todos los recursos trasferidos al Mandatario provienen de fuentes lícitas y no han sido fruto de actividades de lavado de activos ni financiación del terrorismo.

4. Autorizar el manejo de los fondos al Mandatario. En cualquier caso, el Mandatario sólo está autorizado a realizar la dispersión de los Recursos Objeto de Dispersión y a realizar el cobro correspondiente como contraprestación.

5. Pagar a favor del Mandatario la comisión que le corresponde por concepto de la gestión realizada, de conformidad con lo establecido en el presente contrato.

6. Reconocer al Mandatario la remuneración, en los términos dispuestos en la plataforma del Mandatario, o la que este último designe para dicho efecto.

7. Asumir durante la vigencia del contrato y por las operaciones que se ejecuten en virtud del contrato el gravamen a los movimientos financieros, conocido como 4x1000, en aquellos casos que resulte aplicable.

8. Dar cumplimiento a todas aquellas obligaciones inherentes a la naturaleza del Contrato y necesarias para la correcta y oportuna ejecución de su objeto.

Parágrafo primero: El Mandatario no estará obligado a realizar ninguna dispersión ordenada por el Mandante en aquellos casos en donde haya claridad o sospecha que los fondos otorgados por el Mandante provienen de fuentes ilícitas o han sido fruto de actividades de lavado de activos o financiación del terrorismo.

CLAUSULA SÉPTIMA. OBLIGACIONES DEL MANDATÁRIO

1. Prestar el Servicio con el mayor cuidado y dedicación, utilizando el procesamiento seguro de la información, coordinando y realizando las actividades necesarias para la satisfacción del objeto de este Contrato.

2. Realizar el encargo que le indique el Mandante a través de las Instrucciones y con base en la Información contenida en esta última o, en caso de no poder realizarlas total o parcialmente, como consecuencia de la Información contenida en la carta de instrucciones, comunicarse con el Mandante para intentar superar dicho obstáculo.

3. El Mandatario utilizará con el fin exclusivo de realizar la dispersión y con la autorización del Mandante, los recursos que sean aportados a la cuenta del Mandatario. Esta autorización por parte del contratante se entiende limitada exclusivamente para efectos del presente contrato a los recursos objeto de dispersión y el cobro de los Servicios por parte del Mandatario.

4. Todas las demás incluidas en el presente Contrato y/o que se deriven de su naturaleza, de la prestación del encargo y/o que garanticen su debida ejecución.

CLÁUSULA OCTAVA. Suscripción electrónica del contrato.

La información contenida en el presente documento goza de plena validez a la luz del artículo 5 de la Ley 527 de 1999, por medio del cual se reconoce jurídicamente los efectos de los mensajes de datos.

Parágrafo primero. Las partes de este documento reconocen el uso de firmas electrónicas (mecanismos técnicos que permiten verificar la identidad, y que verifican tanto autenticidad como integridad, y autorizan al Mandante para su tratamiento, según finalidades definidas en la plataforma.

CLÁUSULA NOVENA: Ley aplicable, domicilio contractual y solución de controversias.

Este Mandato se rige por las normas legales aplicables en la República de Colombia.

Toda diferencia que surja entre las Partes, que tenga relación con el presente Mandato, y que no pueda arreglarse amigablemente entre las Partes dentro de los treinta (30) días hábiles siguientes a la fecha en que la controversia hubiere sido planteada por escrito por una de ellas, será sometida justicia ordinaria colombiana.

CLÁUSULA DÉCIMA. Modificaciones y renuncias.

Cualquiera de las estipulaciones contempladas en este Contrato podrá ser modificada por mutuo acuerdo, el cual deberá constar en documento escrito, suscrito por los representantes debidamente autorizados.

Cualquiera de las Partes podrá renunciar a exigir las obligaciones o compromisos a cargo de la otra, siempre que dicha dispensa conste de manera expresa por escrito, suscrito por su representante debidamente autorizado.

Las demoras u omisiones de las Partes en el ejercicio de cualesquiera derechos contemplados en su favor no se considerarán, ni se interpretarán, como renuncias en el derecho que el acuerdo y las leyes aplicables le confieren.

CLÁUSULA DÉCIMA PRIMERA: Cesionarios y Sucesores.

Las estipulaciones del presente Contrato solamente producen efectos en relación con las Partes y con sus cesionarios y sucesores, en el entendido que el presente Contrato no podrá cederse o transferirse, total o parcialmente, a otra persona o entidad sino con el consentimiento previo, expreso y por escrito de la otra Parte.

CLÁUSULA DÉCIMA SEGUNDA: Nulidad parcial.

Si cualquier disposición de este Contrato fuese prohibida, resultare nula, ineficaz o no pudiere hacerse exigible de conformidad con las leyes aplicables, las demás estipulaciones del Contrato que le sobrevivirán conservarán sus plenos efectos vinculantes y obligatorios para las Partes, a menos que la disposición prohibida, nula, ineficaz o inexigible fuese esencial al Contrato de manera que, la interpretación o cumplimiento de este último en ausencia de tal disposición, no fuese posible.

CLÁUSULA DÉCIMA TERCERA: Confidencialidad y protección de datos.

Las Partes aceptan que toda la información relativa al presente Contrato es confidencial y por ello se comprometen a mantenerla como tal, obligándose a no revelarla, divulgarla ni usarla indebidamente, publicarla o darla a conocer de cualquier manera, compartirla con terceros o usarla en provecho propio o de terceros. Cada una de las Partes será responsable del cumplimiento de este Contrato por parte de sus empleados, consultores o asociados. La obligación de confidencialidad subsistirá por dos (2) años después de terminado el presente Contrato.

La obligación de confidencialidad establecida en el presente Contrato no incluirá aquella información que sea o se haga disponible al público en general sin incumplimiento por la Parte receptora de la información de la presente obligación de confidencialidad.

Las Partes acuerdan expresamente que se podrá revelar información confidencial cuando les sea exigido en proceso judicial o por una autoridad competente, en cuyo caso notificará inmediatamente a la Parte reveladora de tal requerimiento y se esforzará por revelar sólo aquella parte de la información que le ha sido exigida.

Para la prestación de los servicios objeto del Contrato, las Partes podrán tener acceso a información personal, en tal sentido, las Partes se comprometen a cumplir con lo previsto en la normativa aplicable sobre Seguridad de la Información, Protección de Datos de Carácter Personal y demás legislación concordante. En consecuencia, las Partes se comprometen a tratar los Datos Personales conforme a su respectiva Política de Privacidad elaborada con base en la Ley 1581 de 2012 y el Decreto 1377 de 2013 y demás normas aplicables.

En constancia de lo anterior, las Partes suscriben este documento, mediante la firma de cada una de ellas, conforme a lo establecido en el presente documento.

CLÁUSULA DÉCIMA CUARTA: Remuneración

Como retribución por la prestación del encargo asignado, el Mandante abonará al Mandatario un GMF de dispersión. El Mandatario recibirá por la dispersión el equivalente a la tasa spot en el momento correspondiente, dólar o euro, conforme se establezca en el contrato de dispersión equivalente entre Evia o otra empresa del Grupo y el Merchant. Evia se reserva el derecho de contar con socios para la dispersión local de dólar o euro.
Dado que el Mandatario recibe los fondos antes de llevar a cabo la dispersión, no se requiere ninguna garantía.

CLÁUSULA DÉCIMA QUINTA: Prevencion de Lavado de Activos Y Financiacion del Terrorismo.

Las Partes declaran que sus ingresos y recursos provienen de actividades lícitas. Por otro lado, declara que ni él, ni sus gestores, accionistas, representantes o directivos, llevan a cabo actividades ilícitas o se encuentran incluidos en las listas internacionales vinculantes para Colombia, de conformidad con el derecho internacional (listas de Naciones Unidas -

ONU), o la orden ejecutiva número 12.978 “Specially Designated Narcotics Traffickers – SDNT, conocida en Colombia como “Lista Clinton”, lista Office of Foreign Assets Control (OFAC), listas de personas buscadas en el Federal Bureau Of Investigation (FBI) y en general las listas que identifiquen personas vinculadas al lavado de activos y financiación del terrorismo administradas por cualquier autoridad nacional o extranjera.

Igualmente, el Mandante manifiesta que se somete al Sistema de Administración de Riesgo de Lavado de Activos y Financiación al Terrorismo SARLAFT, implementado por Mandatario y al manual que en su momento este vigente y establecido para estos propósitos. Qualquer das Partes, podrá dar por terminado de manera unilateral el Contrato de forma inmediata, sin necesidad de preaviso y sin que por este hecho Mandatario esté obligado a indemnizar algún tipo de perjuicios al Mandante en el caso que se presenten las siguientes causales:

A. Cuando la otra Parte no diere cumplimiento al Sistema de Administración del Riesgo de Lavado de Activos y Financiamiento de Terrorismo SARLAFT, y al manual que en su momento esté vigente y establecido para estos propósitos.

B. Cuando la otra Parte o algunos de sus accionistas, socios, administradores, directivos o personas vinculadas con la otra Parte estén reportadas en las listas internacionales vinculantes para Colombia de conformidad con el derecho internacional, listas de las Naciones Unidas, lista Clinton o en las listas de la OFAC y en general en las listas de las agencias internacionales o nacionales que identifican personas vinculadas al lavado de activos y financiación del terrorismo.

C. Cuando la otra Parte o algunos de sus accionistas, socios, administradores, directivos o personas vinculadas con esta Parte, sean formalmente acusados ante un juez por narcotráfico, lavado de activos, terrorismo, tráfico de armas, actividades ilícitas y/o exista sentencia en firme por dichos delitos.

D. Cuando el Mandante no entregue toda la información que le sea solicitada por Mandatario , o se compruebe que esta no es veraz o no facilite la inspección y revisión en cualquier tiempo para dar cumplimiento a las disposiciones relacionadas con la Prevención del Lavado de Activos y Financiación del Terrorismo, lo anterior con el fin de asegurar la efectividad de los mecanismos relacionados con el SARLAFT.

E. Cuando se presenten elementos que puedan representar para la otra Parte, riesgos reputacionales, legales, operativos relacionados con el Sistema de Administración del Riesgo de Lavado de Activos y Financiamiento de Terrorismo SARLAFT.

CLÁUSULA DÉCIMA SEXTA: Transparencia Y Ética.

El Mandante declara que conoce que, está prohibido dar, ofrecer o prometer a algún miembro, empleado, trabajador, administrador o contratistas del Merchant, directa o indirectamente, sumas de dinero, cualquier objeto de valor pecuniario u otro beneficio o utilidad, a cambio de que este, realice, omita, o retarde, cualquier acto relacionado con el ejercicio de sus funciones y en relación con un negocio o transacción internacional o nacional, de acuerdo a lo establecido en la Ley No. 1778 de 2016 o las normas que la sustituyan, modifiquen o adicionen. Así, se compromete a implementar mecanismos de control interno con el fin de evitar que se presenten actos de corrupción en la ejecución de la relación contractual.

El Mandante reportará inmediatamente cualquier irregularidad de la cual tengan conocimiento o tengan bases razonables para creer que haya ocurrido con respecto al Contrato, relacionada con esta cláusula o cualquier incumplimiento legal. Asimismo, el

Mandante ejercerá el mayor cuidado y adelantará todas las diligencias razonables para prevenir cualquier acción que pudiera dar como resultado un conflicto de interés. El Mandante se obligan a conocer, aceptar y cumplir las Políticas de Prevención y Control al Fraude y la Corrupción implementadas por Mandatário.

El Mandante declara y garantiza que tanto él como sus funcionarios, empleados, directivos, o subcontratistas cumplen las normas anticorrupción, incluyendo, pero sin limitarse a las contenidas en la Ley 1474 de 2011, la ley 1778 de 2016, el Código Penal de Colombia o aquellas que la modifiquen, subroguen, reglamenten o desarrollen.

El Mandante se obliga a cumplir las leyes anticorrupción y declara que cualquier incumplimiento constituye una violación al presente Contrato, que da derecho exclusivo a Mandatário de terminarlo de manera inmediata. Igualmente, el Mandante se obliga a notificar a Mandatário sobre cualquier investigación, procedimiento, sanción o similar, iniciado en su contra o en contra de cualquiera de sus funcionarios, empleados, directivos, o subcontratistas, dentro de las veinticuatro (24) horas siguientes a la fecha en que tenga conocimiento de la notificación de la investigación.

EVIA EXPRESSLY CLARIFIES THAT IT SOLELY FOCUSES ON THE DISPERSAL OF PAYMENTS IN THE LOCAL CURRENCY.

By selecting "I Agree," "Accept," "Submit," or signing electronically, you (a) confirm you have read and accept this Agreement, including any incorporated Partner Terms; (b) agree your electronic action/signature is a valid, binding equivalent to a handwritten signature under applicable e-signature laws; (c) consent to this Agreement being executed, stored, and used solely in electronic form and being legally admissible in all Zendi operating jurisdictions; (d) acknowledge a binding contract is formed between you (or the entity you represent) and Zendi; and (e) agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.

By accepting these Terms and Conditions you further acknowledge that these Terms and Conditions constitute a commercial offer made by Zendi for the provision of fund transfer and disbursement services. This offer becomes legally binding upon your acceptance. Your acceptance of this offer is completed through the issuance of a purchase order via our platform. This purchase order constitutes your acceptance of our commercial offer, in accordance with Article 530, paragraph 52 of the Colombian Tax Code, and serves as a binding agreement between you and Zendi.

Mexico Terms

MEXICO

(This Schedule forms an integral part of, and is governed by, the Zendi Main Service Agreement. It may also operate as a standalone, binding agreement when executed or accepted electronically.)

1. Incorporation of Partner Terms and Authorization. By accepting this Schedule, the Merchant authorizes Zendi to accept, execute, or adhere to Partner Terms and Conditions on the Merchant's behalf whenever required by licensed Mexican financial institutions, payment processors, or other regulated partners for the provision of services.Zendi acts as the Merchant's duly authorized representative solely for purposes of onboarding, compliance, and operational execution, and such acceptance by Zendi shall be legally binding on the Merchant as if executed directly. These Partner Terms and Special Conditions form an integral part of the overall contractual relationship between the Merchant and Zendi. In the event of conflict between this Schedule and the Main Service Agreement, the Special Conditions prevail for services rendered within Mexico.

2. Entity and Scope of Services. Zendi Group provides services in Mexico through its network of duly licensed and authorized local partners. Zendi does not maintain a direct corporate presence or engage in direct marketing within Mexico; it acts exclusively as an independent agent connecting Merchants with Mexican partners for service provision. Zendi's and its partners' services **do not include**:

i) Collection or custody of local currency;
ii) Placement or investment of resources;
iii) Aggregation, acquisition, or initiation of payments;
iv) Payment of interest, dividends, or returns;
v) Management or operation of financial resources;
vi) Provision of investment advice;
vii) Currency exchange operations;
viii) Offering of financial products or services; or
ix) Issuance, custody, or intermediation of securities.

3. Data Protection and Information Security. Zendi and its partners may process personal data in accordance with the Federal Law on Protection of Personal Data Held by Private Parties and related regulations. Both Parties agree to maintain strict compliance with applicable information-security standards, confidentiality obligations, and their respective privacy policies.

4. **Transfer Timelines and Dispersion Options.**

- Immediate Transfers: SPEI transfers are processed immediately, regardless of day or time.
- Weekly Dispersion: Disbursements occur weekly during business hours (9:00 a.m.–5:00 p.m. CST). Dispersion fees apply as per the commercial agreement.

- Daily Dispersion: For daily dispersals of MXN 150,000 or more, a formal request must be submitted through the designated support channel (e.g., Slack). Requests are evaluated individually and approved case-by-case.
- **Dispersion Schedule:**
    - Transactions submitted by 1:00 p.m. on business days are dispersed the same day.
    - Transactions submitted on weekends are processed the following Monday, except SPEI transfers, which may process immediately.
    - For weeks with public holidays, transactions made on or before the holiday are processed on the next business day after the holiday.

5. Legal Validity and Enforceability. This Schedule and any related acceptance executed through electronic means are legally valid and enforceable under:

- Article 89 of the Código de Comercio (Mexican Commercial Code), which recognizes the validity of electronic data messages and signatures; and
- The Federal Law on Protection of Personal Data Held by Private Parties, ensuring verification of identity, authenticity, integrity, and authorization for data processing.

6. Disclaimer. Zendi Group expressly clarifies that it does not engage in any transactions or regulated financial activities within Mexican jurisdiction. Its role is strictly limited to facilitating connections between Merchants and duly licensed local partners.

By selecting "I Agree," "Accept," "Submit," or signing electronically, you (a) confirm you have read and accept this Agreement, including any incorporated Partner Terms; (b) agree your electronic action/signature is a valid, binding equivalent to a handwritten signature under applicable e-signature laws; (c) consent to this Agreement being executed, stored, and used solely in electronic form and being legally admissible in all Zendi operating jurisdictions; (d) acknowledge a binding contract is formed between you (or the entity you represent) and Zendi; and (e) agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.

US Terms

UNITED STATES OF AMERICA

(This Schedule forms an integral part of, and is governed by, the Zendi Main Service Agreement. It may also operate as a standalone, binding agreement when executed or accepted electronically.)

1. Incorporation of Partner Terms and Special Conditions

By accepting this Schedule, the Merchant authorizes Zendi to accept, execute, or adhere to Partner Terms and Conditions on the Merchant's behalf, whenever such acceptance is required for the provision of services by Zendi or its licensed partners. Zendi shall act as the Merchant's duly authorized agent solely for the purpose of onboarding, compliance, and operational execution with the relevant partner financial institutions or service providers.

The Merchant acknowledges and agrees that:
(a) Such Partner Terms and Conditions form an integral and binding part of the contractual relationship between the Merchant and Zendi;
(b) Zendi's acceptance or execution of these terms on the Merchant's behalf shall have the same legal effect as if the Merchant had executed them directly; and
(c) Where any discrepancy exists between the Main Service Agreement and the applicable Partner Terms, the Special Conditions and Partner Terms prevail for all services provided within U.S. jurisdiction.

2. Scope and Regulatory Compliance

The Special Conditions address the specific regulatory and operational requirements applicable in the United States, including but not limited to:

- Service usage policies and restrictions;
- Compliance with federal, state, and local laws (including the Bank Secrecy Act, USA PATRIOT Act, OFAC, and FinCEN requirements);
- Obligations regarding AML, KYC, and sanctions screening;
- Limitations of liability and indemnification provisions;
- Payment terms, fees, and refund policies; and
- Data protection and privacy obligations consistent with U.S. federal and state privacy frameworks (including GLBA and CCPA, where applicable).

3. Declaration of Acceptance

By accepting this Schedule, the Merchant expressly:

- Acknowledges and authorizes Zendi to act as its duly appointed representative for the purpose of accepting, executing, and maintaining Partner Terms and Conditions required by licensed financial institutions, payment processors, or service providers involved in the provision of U.S. services;
- Confirms that such acceptance or execution by Zendi on its behalf shall be binding upon the Merchant, carrying the same legal validity and enforceability as if executed directly by the Merchant;
- Declares that it has accessed, reviewed, and understood the Partner Terms and Conditions made available by Zendi and its partners, including all applicable Special Conditions; and

- Agrees to comply with all obligations, compliance requirements, and operational policies established therein, recognizing that Zendi's execution of such terms is undertaken for and on behalf of the Merchant in the context of service facilitation and regulatory compliance.

4. Service Level Agreement (SLA)

4.1 Transfer Timelines

- Same-Bank Transfers: Processed immediately, regardless of the day or time initiated.
- Interbank Transfers: Transfers between different banks initiated after 4:00 p.m. (Friday), or during weekends or holidays, are processed within 1–5 business days, with arrival typically between 8:30 a.m. and 10:30 a.m., depending on the transfer method (Wire, ACH, or SWIFT).

4.2 Dispersion Options

- Weekly Dispersion: Disbursements occur weekly during business hours (10:00 a.m. – 4:00 p.m. EDT). Dispersion fees are applied as per the applicable commercial agreement.
- Daily Dispersion: For daily disbursements equal to or exceeding USD 150,000, a formal request must be submitted via the designated support channel (e.g., Slack). Approval is evaluated case-by-case.

4.3 Dispersion Schedule

- Transactions submitted by 1:00 p.m. (business days) are processed the same day.
- Transactions submitted on weekends are processed the following Monday, except same-bank transfers, which may process on the same day.
- Transactions submitted on or before a public holiday are processed on the next business day following the holiday.

5. Binding Nature of the Terms. Continued use of Zendi's Services within the United States constitutes the Merchant's binding acceptance of this Schedule and the Partner Terms and Conditions. The Merchant agrees to comply with all applicable U.S. laws, regulations, and compliance obligations, including AML/CTF, tax, data protection, and financial-services rules.

6. Updates and Modifications. Zendi or its designated Partner may update the Special Conditions or Partner Terms from time to time. The Merchant agrees to review such updates and remain bound by the most current version. Updates will be communicated via the Zendi Platform or other official notice channels (registered email, platform notification) and will take effect upon publication unless otherwise stated, any notice or communication sent electronically shall be deemed received 48 hours after delivery.

7. Severability and Precedence. If any provision of this Schedule is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. In case of conflict, this Schedule and the Special Conditions prevail over the Main Service Agreement and any referenced documents for U.S. operations.

By selecting **“I Agree,” “Accept,” “Submit,”** or signing electronically, you:

A. Confirm that you have read and accepted this Schedule and the incorporated Partner Terms;
B. Agree that your electronic signature constitutes a valid, binding equivalent to a handwritten signature under U.S. federal and state e-signature laws (ESIGN Act, UETA) and international standards (eIDAS, UNCITRAL);
C. Consent to this Schedule being executed, stored, and enforced in electronic form only, admissible as evidence in all relevant jurisdictions;
D. Acknowledge that this Schedule forms a legally binding contract between you (or your represented entity) and Zendi; and
E. Agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.

Argentina Terms

ARGENTINA

(This Schedule forms an integral part of, and is governed by, the Zendi Main Service Agreement. It may also operate as a standalone, binding agreement when executed or accepted electronically.)

1. **Entity and Regulatory Status.** Zendi Group provides services in Argentina exclusively through its network of duly licensed and authorized local partners. Zendi does not maintain a direct corporate presence, branch, or marketing operation within Argentine territory. Its role is limited to acting as an independent technological facilitator, connecting merchants with locally authorized providers. Zendi does not directly collect, hold, or manage Merchant funds in Argentina.

2. **Scope of Services.** Within Argentina, Zendi's activities are restricted to **facilitating access** between Merchant and licensed local operators. The services **do not include**:

1. Collection, custody, or safekeeping of local currency;
2. Resource placement or fund management;
3. Aggregation, acquiring, or initiation of payments;
4. Savings or interest-bearing services;
5. Payment of dividends, yields, or other economic returns;
6. Investment or financial advice;
7. Currency-exchange or foreign-exchange intermediation;
8. Offering or promotion of financial products or services; or
9. Issuance, custody, or intermediation of securities.

Zendi's participation is strictly **facilitative** and does not constitute the provision of regulated financial or investment services under Argentine law.

3. **Data Protection and Information Security.** Zendi and its Argentinian partners may process limited personal data for operational or compliance purposes. Both parties agree to comply with all applicable Argentine regulations on Personal Data Protection (Law No. 25.326) and related privacy and information-security standards. Each party's processing of personal data shall conform to its respective Privacy Policy, consistent with national and international best practices.

4. **Transfer and Dispersion Timelines**

- Immediate Transfers: Transfers made through SPEI are processed immediately, regardless of the day or time.
- Weekly Dispersion: Funds collected are dispersed weekly during operating hours (9:00 a.m. – 5:00 p.m. CST). Dispersion fees follow the applicable commercial agreement.
- Daily Dispersion: For daily dispersions equal to or exceeding USD 150,000, a formal request must be submitted via the designated support channel (e.g., Slack). Requests are reviewed on a case-by-case basis.

5. **Dispersion Schedule**

- Transactions submitted by 1:00 p.m. on business days are dispersed the same day.
- Transactions submitted on weekends are processed the following Monday, except SPEI transfers, which may process the same day.
- During public holidays, transactions initiated on or before the holiday are processed on the next business day thereafter.

6. Legal Clarification

Zendi GROUP EXPRESSLY STATES THAT IT DOES NOT CONDUCT, SOLICIT, OR EXECUTE ANY FINANCIAL OR RELATED TRANSACTIONS WITHIN ARGENTINA. Zendi's role is solely to connect Merchants with licensed local partners, and it provides no direct services within Argentine jurisdiction.

By selecting **"I Agree," "Accept," "Submit,"** or signing electronically, you:

A. Confirm that you have read and accepted this Schedule, including any incorporated Partner Terms;
B. Agree that your electronic action constitutes a **valid, binding signature** under applicable e-signature laws (eIDAS, ESIGN, UNCITRAL);
C. Consent to this Schedule being executed, stored, and enforced in electronic form, legally admissible in all Zendi operating jurisdictions;
D. Acknowledge that this Schedule forms a **legally binding agreement** between you (or the entity you represent) and Zendi; and
E. Agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.

Bolivia Terms

BOLIVIA

(This Schedule forms an integral part of, and is governed by, the Zendi Main Service Agreement. It may also operate as a standalone, binding agreement when executed or accepted electronically.)

1. **Entity and Regulatory Status.** Zendi Group provides services in Bolivia exclusively through its network of duly licensed and authorized local partners. Zendi Group does not maintain a direct corporate presence, branch, or marketing operation in Bolivia. Its role is limited to acting as an independent technological facilitator, connecting Merchant's with Bolivian service providers authorized to operate locally. Zendi does not directly collect, hold, or manage Merchant funds within Bolivian territory.

2. **Scope of Services.** Within Bolivia, the services provided through Zendi's local partners are strictly limited to facilitating introductions or access to local services. The services do not include:

1. Collection, custody, or safekeeping of local currencies;
2. Resource placement or fund management;
3. Aggregation, acquiring, or initiation of payments;
4. Savings or interest-bearing services;
5. Payment of dividends, yields, or other economic returns;
6. Investment advice or portfolio management;
7. Currency exchange or foreign-exchange intermediation;
8. Offering of financial or investment products; or
9. Issuance, custody, or brokerage of securities.

Zendi's role is therefore limited to facilitation, without engaging in any regulated financial activity under Bolivian law.

3. **Data Protection and Information Security.** Zendi and its Bolivian partners may process limited personal information for operational purposes. Both parties undertake to comply with all applicable legislation on Information Security and Personal Data Protection and to follow their respective Privacy Policies, which conform to relevant Bolivian and international legal standards.

4. **Transfer and Dispersion Timelines**

- Immediate Transfers (SPEI): Processed immediately at any time or day.
- Weekly Dispersion: Funds collected are dispersed weekly during business hours (9:00 a.m. – 5:00 p.m. CST). Applicable dispersion fees follow prior commercial agreements.
- Daily Dispersion: For dispersions equal to or exceeding USD 150,000, a formal request must be submitted via the support channel (e.g., Slack). Approval is evaluated case-by-case.

5. Dispersion Schedule

- Transactions submitted by 1:00 p.m. on business days are dispersed the same day.
- Transactions submitted on weekends are dispersed the following Monday, except SPEI transfers, which may process the same day.
- During public holidays, any instruction placed on or before the holiday is processed on the next business day thereafter.

6. Legal Clarification

Zendi GROUP EXPRESSLY STATES THAT IT DOES NOT PERFORM OR SOLICIT ANY FINANCIAL TRANSACTIONS, OR RELATED SERVICES WITHIN BOLIVIA. Zendi's sole function is to connect Merchants with licensed local partners; it provides no services directly within Bolivian jurisdiction.

By clicking **"I Agree," "Accept," "Submit,"** or signing electronically, you:

A. Confirm that you have read and accepted this Schedule, including incorporated Partner Terms;
B. Agree that your electronic acceptance constitutes a valid, binding signature under applicable e-signature laws (eIDAS, ESIGN, UNCITRAL);
C. Consent to this Schedule being executed, stored, and enforced in electronic form, valid in all Zendi jurisdictions;
D. Acknowledge that this Schedule forms a **legally binding agreement** between you (or your represented entity) and Zendi; and
E. Agree to comply with all applicable laws, regulations, and compliance requirements when using the Services.