

## **VELTRANO SOLUTIONS**

### **CLIENT SERVICES AGREEMENT — GENERAL TERMS**

#### **PREAMBLE**

This Veltrano Solutions Client Services Agreement (the "Agreement") is an agreement between you or the entity you represent ("Client") and Veltrano Solutions LLC, a [State] limited liability company ("Veltrano"), and governs Client's access to and use of the Services and Veltrano Technology. The Agreement consists of these General Terms (which apply to all Services), all Service Terms that apply to Client's use of specific Services, and any other terms incorporated into the Agreement.

This Agreement is effective when Client first accesses or uses the Services or Veltrano Technology (the "Effective Date") and continues until Client or Veltrano terminates it (the "Term").

If you are accepting this Agreement on behalf of Client, you represent that you have full authority to legally bind Client to this Agreement. If Client is an individual, both Client and Representative agree to be bound by the terms of this Agreement.

**IMPORTANT NOTICE:** Disputes between Client and Veltrano are subject to a class action waiver and will be resolved by individual binding arbitration, except as stated otherwise in this Agreement. Please read the arbitration provision in Section 11.4 (Dispute Resolution; Agreement to Arbitrate) as it affects Client's rights under this Agreement.

Capitalized terms used in this Agreement that are not defined inline are defined in Section 12 (Definitions).

## **GENERAL TERMS**

### **1. SERVICES**

#### **1.1 Services**

Veltrano (and its Affiliates, as applicable) will make the Services available to Client, and if applicable, give Client access to a Client Portal. Veltrano may enable certain Services or features on Client's behalf which Client may disable by contacting Veltrano, or, where available, opting out within the Client Portal. Client must use the Services solely for Client's Recovery Purposes and in compliance with the Documentation.

The Services include, but are not limited to: (a) asset tracing and identification; (b) forensic investigation of fraudulent transactions; (c) liaison with financial institutions, law enforcement, and regulatory authorities; (d) preparation of recovery documentation and evidence packages; (e) negotiation with third-party custodians of assets; and (f) such other recovery services as Veltrano may offer from time to time.

#### **1.2 Restrictions**

(a) General Restrictions. Client must not, and must not enable or allow any third party to:

(i) use the Services for any purpose other than legitimate asset recovery arising from fraud, scams, or financial crimes perpetrated against Client;

(ii) circumvent any technical limitations of the Services or enable functionality that is disabled or prohibited, or access or attempt to access non-public Veltrano systems or data;

(iii) use the Services to engage in any activity that is fraudulent, deceptive, exploitative, harmful, or in violation of any applicable Law;

(iv) use the Services to pursue claims or recovery efforts that Client knows or reasonably should know are false, fabricated, or lacking good faith basis;

(v) use the Services to harass, intimidate, or threaten any individual or entity, including but not limited to suspected fraudsters, their associates, or family members;

(vi) perform or attempt to perform any action that interferes with the operation of the Services or affects other Veltrano clients' use of Veltrano services;

(vii) rent, lease, or otherwise transfer Client's rights granted under Section 1.1 (Services) to a third party;

(viii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Documentation, or the Veltrano Website except as Law permits;

(ix) attempt to create a Client Account on behalf of or for the benefit of a user whose use of the Veltrano services was suspended or terminated by Veltrano, unless Veltrano approves otherwise;

(x) act as service bureau or pass-through agent for the Services with no added value to underlying recovery efforts; or

(xi) use the Services to conduct a Prohibited Matter, transact with any Prohibited Matter, or enable any individual or entity (including Client) to operate or benefit from any Prohibited Matter, unless Veltrano has pre-approved the respective Prohibited Matter in writing.

(b) Age Restrictions. Only individuals 18 years of age or older may open a Client Account and use the Services and Veltrano Technology. If Client or Client's Representative is not 18 years of age or older (or the age of majority where Client resides):

- (i) Client must add a Representative who is an adult (which may be a parent or legal guardian) to Client's Client Account;
- (ii) both Client and Representative agree to be bound by the terms of the Agreement; and
- (iii) Representative agrees to be responsible and liable for Client's actions in its Client Account and Client's compliance with this Agreement.

### **1.3 Support**

Veltrano will provide Client with basic business and technical support for issues relating to Client's Client Account and use of the Services through support channels and Documentation that Veltrano makes available on the Veltrano Website. Veltrano also offers optional enhanced support plans that may include priority support and response times that exceed the basic business and technical support. Veltrano is not obligated to provide support to third parties claiming through Client.

### **1.4 Preview Services**

Veltrano may make a Preview Service available to Client. Veltrano will indicate to Client, via the Client Portal, Veltrano Website, or otherwise, whether a Service, or part of it, is a Preview Service. By their nature, Preview Services may be feature-incomplete, unstable, or contain bugs, and use of the Preview Services is at Client's own risk and discretion. Client should not use Preview Services in a production recovery matter unless Client understands and accepts the limitations of the Preview Service. Unless Veltrano otherwise agrees in writing, Client's use of Preview Services is confidential, and Client must provide timely Feedback on the Preview Services in response to Veltrano requests. Veltrano may add or remove features of the Preview Services, or suspend or terminate Client's access to Preview Services at any time. Veltrano may communicate Fees for a Preview Service in writing outside of the Veltrano Pricing Page. Notwithstanding anything else in this Agreement, to the maximum extent permitted by Law, Veltrano

provides no warranty, indemnity, or support for Preview Services and Veltrano's aggregate liability for Preview Services is limited to USD \$1,000.

### **1.5 Modifications; Updates**

(a) Modifications. Veltrano may modify or discontinue any aspect of the Services or Veltrano Technology, including imposing conditions on use of the Services or Veltrano Technology or ceasing to offer a Service or Veltrano Technology in a specific jurisdiction. Veltrano will provide Client reasonable notice if the modification or discontinuation would materially reduce the functionality of a Service or Veltrano Technology that Client is then using, except where Veltrano determines such notice would (i) create a security risk for Veltrano; (ii) compromise an ongoing investigation or recovery effort; or (iii) cause Veltrano (or its Affiliates, as applicable) to violate Law or breach an obligation to a Governmental Authority or Financial Institution.

(b) Updates. Veltrano is not obligated to provide any Updates, but may do so at its discretion. If Veltrano makes an Update available, Client must implement it by the deadline stated in Veltrano's notice. If no deadline is stated, then Client must implement the Update within 30 days of the notice date.

### **1.6 Third-Party Services**

Veltrano may reference, allow Client to access, or promote Third-Party Services. Client's use of any Third-Party Service is subject to that Third-Party Service's terms of use and privacy policies, and is at Client's sole risk. Veltrano does not approve, endorse, or recommend any Third-Party Services to Client and disclaims all responsibility and liability for use of any Third-Party Service. This includes, without limitation, services offered by law firms, private investigators, forensic accountants, or other recovery specialists that Veltrano may refer Client to in connection with Recovery Matters.

## **2. LICENSE TO VELTRANO TECHNOLOGY**

## **2.1 License**

Subject to this Agreement, Veltrano (or its Affiliates, as applicable) grants Client a limited, worldwide, royalty-free, non-exclusive, non-transferable (except as allowed under Section 11.10 (Assignment)), non-sublicensable, revocable license during the Term to use the Veltrano Technology solely (i) as necessary to use the Services, (ii) for Client's Recovery Purposes; and (iii) in compliance with Law, this Agreement and the Documentation. The Veltrano Technology is licensed, not sold, to Client by Veltrano (or its Affiliates, as applicable). The terms of this Agreement will govern all updates, upgrades, new versions, and replacements unless an update is accompanied by a separate license, in which case the terms of that license will govern.

## **2.2 Exclusions**

The license granted in this Section does not allow Client to, and Client agrees not to, use or run the Veltrano Technology in any way other than in accordance with this Agreement and the Documentation. Client may distribute elements of the Veltrano Technology identified by Veltrano as "distributable", if any, as long as Client does so solely in binary or object code form and subject to the terms of an end user license agreement at least as protective of Veltrano and its licensors as the terms of this Section. Client must not use Veltrano Technology in a manner that creates an obligation to (i) disclose, distribute or make Veltrano Technology available in source code form; (ii) license Veltrano Technology for the purpose of making modifications or derivative works; or (iii) redistribute Veltrano Technology at no charge. Client must not remove, obscure, modify or otherwise tamper with notices (including trademark, copyright and other proprietary notices) or legends contained in any Veltrano Technology.

## **2.3 Third-Party Software**

Client acknowledges that open source software included in the Veltrano Technology may grant Client additional rights. If there is a conflict between an open source license and

this Agreement regarding open source code, the applicable open source license terms supersede the conflicting terms of this Agreement. Portions of the Veltrano Technology may utilize third-party software and other copyrighted material.

## **2.4 Modifications and Reverse Engineering**

Except to the extent that the following restriction is not permitted under Law, Client must not (and Client must not enable others to) decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, tamper, translate, modify, or create derivative works of all or any part of the Veltrano Technology or any services provided by Veltrano. Client agrees not to remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Veltrano Technology.

## **2.5 Transfer**

Client must not rent, lease, lend, sell, share, redistribute, or sublicense the Veltrano Technology, or enable others to do so, in each case unless expressly permitted under this Agreement or otherwise authorized by Veltrano in writing.

## **3. CLIENT ACCOUNT SECURITY**

Veltrano is entitled to rely on any instruction or action taken within Client's Client Account. Client must ensure that its Client Account is not used or modified by anyone other than Client and its authorized representatives, and will use commercially reasonable efforts to prevent the unauthorized access, disclosure, or use of its Client Account Credentials. If Client believes that its Client Account Credentials have been wrongly accessed, disclosed, or used, Client must promptly notify Veltrano and cooperate fully, including by providing any information Veltrano reasonably requests. Any action or inaction by Veltrano will not diminish Client's responsibility for the security of its Client Account Credentials or for any unauthorized access, disclosure, or use of them. Client is solely responsible for any losses, damages or costs that Client or others may suffer

arising out of or relating to hacking, tampering, or unauthorized access of the Services, Client's Client Account, or Protected Data, or Client's failure to use or implement security measures, except to the extent that those losses, damages, or costs are caused by Veltrano's gross negligence, fraud, or willful misconduct.

#### **4. PRIVACY AND DATA USE**

##### **4.1 Data Processing Agreement**

Each party will comply with the DPA, including the Data Transfers Addendum, which is incorporated into this Agreement by this reference. The DPA sets out the parties' respective obligations and responsibilities regarding Personal Data processing in connection with the Services.

##### **4.2 Veltrano Data**

Client will use Veltrano Data only as expressly permitted by this Agreement or other written agreements between Veltrano and Client (or their Affiliates).

##### **4.3 Data Breach Notification**

Client must notify Veltrano immediately if Client becomes aware of any unauthorized acquisition, modification, disclosure, access to, or loss of Personal Data on Client's systems that was provided to or used by Veltrano in connection with the Services.

##### **4.4 Retention of Data**

Veltrano is not obligated to retain data that it receives from or through Client after the Term, except as (a) required by Law; (b) reasonably required for Veltrano to perform any post-termination obligations; (c) this Agreement otherwise states; or (d) the parties otherwise agree in writing.

##### **4.5 Third Party Data Client Provides**

If Client enables Services or functionality that provide Veltrano access to data, including Personal Data and Content, from Client's third party service providers ("Third Party Data"), then Client authorizes Veltrano to access and use the Third Party Data, and Client must obtain all necessary rights and consents from the applicable individuals and third parties sufficient to enable Veltrano to lawfully collect, use, retain, and disclose the Third Party Data. Veltrano will use Third Party Data as this Agreement describes and to (a) secure, provide, and update the Veltrano services, (b) comply with Law and Financial Institution requirements, and (c) prevent and mitigate fraud, financial loss, and other harm. Client must not provide Protected Health Information to Veltrano as part of Third Party Data. Client is liable for any disclosure of Protected Health Information to Veltrano when Client provides access to the Third Party Data.

#### **4.6 Controls**

Each party will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect data in its possession or under its control from unauthorized access, accidental loss, and unauthorized modification. Veltrano will comply with its obligations in the Data Security Exhibit to the DPA.

### **5. INTELLECTUAL PROPERTY**

#### **5.1 Ownership; Intellectual Property Rights**

(a) IP Rights. As between the parties, Veltrano, its Affiliates, and its third party licensors own all IP Rights in the Services, the Veltrano Technology, Veltrano Data, the Veltrano Marks, the Documentation, and the Veltrano Website. All rights not expressly granted in this Agreement are reserved.

(b) Reservation of Rights. Nothing in this Agreement assigns or transfers ownership of any IP Rights to the other party, or contemplates a joint development of intellectual property.

(c) Rights and Permissions. Client will ensure that Client's use of the Services and Veltrano Technology will not violate or infringe upon any third-party rights, including IP Rights. If Client provides Content to Veltrano, Client agrees that it has obtained, as applicable, all necessary rights and permissions to share the Content and enable Veltrano's use of the Content. Client grants to Veltrano, on behalf of itself and its Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use the Content to develop, improve, and provide Services and Veltrano Technology and for Veltrano's internal business purposes.

## **5.2 Feedback**

During the Term, Client may provide Feedback to Veltrano and its Affiliates, which Veltrano may use without restriction or obligation. Except as indicated in Section 1.4, Feedback is voluntary and Client grants to Veltrano, on behalf of itself and its Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use that Feedback for any purpose.

## **5.3 Marks Usage**

(a) License Grant. Subject to this Agreement, each party (or its applicable Affiliates) grants to the other party a worldwide, non-exclusive, non-transferable (except as allowed under Section 11.10 (Assignment)), non-sublicensable (except to its Affiliates and Financial Institutions (as applicable)), royalty-free license during the Term to use the granting party's Marks solely to provide the Services to Client and to identify Veltrano as Client's service provider. All goodwill generated from the use of the grantor party's Marks will inure to the sole benefit of the Mark owner.

(b) Veltrano's Permitted Uses of Client's Marks. Veltrano and its Affiliates may refer to Client as a user of Services in their financial disclosure documents. Veltrano and its Affiliates may use Client's Marks:

(i) on Veltrano webpages and apps that identify Veltrano's clients;

(ii) in Veltrano sales and marketing materials and communications; and

(iii) in connection with any promotional activities to which the parties agree in writing.

When using Client's Marks, Veltrano must comply with the usage terms or guidelines that Client provides to Veltrano in writing (if any).

(c) Client's Permitted Uses of Veltrano Marks. When using Veltrano's Marks, Client must comply with the terms located at [www.veltrano.com/legal/marks/](http://www.veltrano.com/legal/marks/) and all additional usage terms and guidelines that Veltrano provides to Client in writing (if any).

## **6. CONFIDENTIALITY**

The recipient will use reasonable care to prevent the disclosure of the discloser's Confidential Information. The recipient may disclose Confidential Information only to its and its Affiliates' directors, employees, contractors, agents, professional advisors, and third-party auditors (and where Veltrano is the recipient, to Financial Institutions and their respective Affiliates, and Veltrano's third-party service providers, as reasonably necessary to perform the Services), who have a legitimate need to know it and are subject to confidentiality obligations at least as protective as this Agreement. The recipient may disclose Confidential Information if required by Law, subpoena, or court order, or if directed by a Governmental Authority, as long as (if permitted by Law) it notifies the discloser in advance (to the extent legally permitted) and provides reasonable assistance, at the discloser's cost, if the discloser wishes to contest the disclosure. These confidentiality obligations do not apply to information that the recipient can prove through written documentation: (a) is or becomes publicly available through no fault of the recipient; (b) it knew or possessed without restriction prior to receiving it from the

discloser; (c) it received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the discloser's Confidential Information.

## **7. FEES; TAXES; CLIENT BANK ACCOUNT**

### **7.1 Veltrano Fees**

(a) Fees. The Fees are as listed on the Veltrano Pricing Page, unless Client and Veltrano otherwise agree in writing, including via click-through agreement. Unless Client and Veltrano otherwise agree in writing or if Law requires, payment obligations are non-cancelable and Fees paid are non-refundable. Fees may include, without limitation: (i) engagement fees; (ii) hourly or flat-rate investigation fees; (iii) success fees based on recovered amounts; (iv) administrative fees; and (v) third-party pass-through costs.

(b) Subscription Services. Subscription Services are governed by the terms of the applicable Subscription Plan. If Client exceeds the entitlement scope in the Subscription Plan, then except as stated otherwise in the Subscription Plan or agreed in writing between the parties, Veltrano will charge Client for the increased scope of use according to the Fees stated on the Veltrano Pricing Page.

(c) Updates to Fees and Subscription Plans. Subject to the requirements of Law, Veltrano may revise the Fees and Subscription Plans at any time. Veltrano will provide Client with at least 30 days notice (or longer period if Law requires) of any increase in a Fee or any new Fees for any Service provided to Client, or any materially adverse change in a Subscription Plan.

(d) Fee Waivers. Veltrano may offer a Service without charge, or waive a Fee for that Service, and may start charging a Fee for that Service upon at least 30 days notice (or longer period if Law requires) to Client. Taxes may still be collected on waived Fees.

(e) Free Trials. Veltrano may make certain Services available to Client on a trial basis free of charge until (i) the expiration or termination of the free trial, at which point the

Fees stated on the Veltrano Pricing Page will apply, or (ii) the start of any Subscription Plan that Client has purchased, at which point that Subscription Plan will automatically commence. Free trials may be subject to additional Taxes, terms and conditions, as communicated to Client by Veltrano.

(f) **Success Fee Structure.** Where Services are provided on a contingency or success-fee basis, the specific percentage or calculation methodology will be set forth in the applicable Engagement Letter. Success fees become due and payable immediately upon recovery of assets, regardless of whether Client accepts or rejects the recovered assets. Veltrano may deduct success fees directly from recovered amounts where legally permissible and Client has provided appropriate authorization.

(g) **Fee Credits.** If Client receives a Fee Credit, then the Veltrano Fee Credit Terms apply to the Fee Credit.

## **7.2 Collection of Fees and Other Amounts**

(a) Client must pay, or ensure that Veltrano is able to collect, Fees, Taxes, and other amounts Client owes to Veltrano under this Agreement, or under any other agreement with a Veltrano Entity, when due.

(b) Veltrano may collect all amounts owed by Client by deducting them from any recovered assets held by Veltrano, charging Client's primary Payment Method (e.g., a credit card), or invoicing Client for those amounts.

(c) If a Veltrano Entity is unable to collect any amounts due by a Client Entity to a Veltrano Entity, or if recovered assets held by Veltrano are insufficient to pay the amounts due by the Client Entity to a Veltrano Entity, then Veltrano or its Affiliate may, to the extent Law permits, deduct, recoup or setoff these amounts from any of the following: (i)

if established and applicable, a Retainer of any Client Entity; (ii) funds payable by a Veltrano Entity to a Client Entity; (iii) the Client Account balance of a Client Entity; (iv) each Client Bank Account (if any); and (v) a backup Client-selected Payment Method.

(d) If the currency of the amount being deducted is different from the currency of the amount Client owes, Veltrano may deduct an amount equal to the amount owed (using Veltrano's conversion rate), together with the fees Veltrano incurs in making the conversion.

(e) If Veltrano believes it transferred funds to Client in error, Veltrano may deduct, recoup or setoff those funds in accordance with this Agreement.

### **7.3 Taxes**

(a) Exclusion of Taxes. The Fees exclude all Taxes, except as the Veltrano Pricing Page or other documents expressly state to the contrary.

(b) Client's Tax Responsibilities. Client has sole responsibility and liability for:

(i) determining which, if any, Taxes or fees apply to the recovery of its assets or payments it receives in connection with its use of the Services; and

(ii) assessing, collecting, reporting, and remitting Taxes for its business to the appropriate tax and revenue authorities.

(c) Payment of Taxes.

(i) If Veltrano is required by Law to collect or withhold any Taxes, Veltrano may deduct those Taxes from the amount otherwise owed to Client and pay those Taxes to the appropriate taxing authority. If Client is exempt from paying, or is otherwise eligible to pay a reduced rate on, those Taxes, Client may provide to Veltrano a copy of the original certificate that satisfies applicable legal requirements attesting to its tax-exempt status or

reduced rate eligibility, in which case Veltrano will not deduct the Taxes that certificate covers.

(ii) Client must provide accurate information regarding its tax affairs as Veltrano reasonably requests, and must promptly notify Veltrano if any information that Veltrano prepopulates is inaccurate or incomplete. Veltrano may send documents to Client and taxing authorities for transactions processed using the Services; specifically, Veltrano may be required under Law to file periodic informational returns with taxing authorities related to Client's use of the Services. Client agrees that Veltrano may send tax-related information electronically to Client.

#### **7.4 Client Bank Account**

If Veltrano requires Client to link a Client Bank Account with Veltrano in connection with Client's use of the Services, then:

(a) Client must: (i) designate at least one Client Bank Account in connection with the Services, (ii) be the named account holder of each Client Bank Account, (iii) maintain each Client Bank Account in a country approved by Veltrano for Bank Account maintenance, and (iv) maintain authorization to initiate settlements to and debits from each Client Bank Account, consistent with Section 7.5 (Debit Authorization).

(b) Client must not grant or assign to any third party any lien on or interest in funds that may be owed to Client related to this Agreement until the funds are deposited into a Client Bank Account.

#### **7.5 Debit Authorization**

Without limiting Section 7.2 of these General Terms, Client authorizes Veltrano to debit and credit each Client Bank Account without separate notice, and according to the applicable Client Bank Account Debit Authorization, to collect amounts Client or another Client Entity owes under this Agreement. If Veltrano is unable to collect those amounts

by debiting a Client Bank Account, then Client immediately grants to Veltrano a new, original authorization to debit each Client Bank Account without notice and according to the applicable Client Bank Account Debit Authorization. Veltrano may rely on this authorization to make one or more attempts to collect all or a subset of the amounts owed. Client's authorization under this Section will remain in full force and effect until (i) all Client Entity Client Accounts are closed; or (ii) all fees and other amounts Client owes under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant Client the right to revoke Client's debit authorization, then to the extent Law permits, Client waives that right.

## **8. LIMITATION OF LIABILITY**

### **8.1 Nature of Claims and Failure of Essential Purpose**

The exclusions and limitations in this Section 8 (Limitation of Liability) apply regardless of the legal theory or form of action and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

### **8.2 Disclaimers**

Veltrano provides the Services and Veltrano Technology "as is", and to the maximum extent permitted by Law, Veltrano does not make any, and disclaims all, warranties (other than those stated as a "warranty" in this Agreement) and statutory guarantees, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising from any course of dealing, course of performance or usage in trade. Veltrano does not warrant that Client's use of the Services and Veltrano Technology will be uninterrupted or error-free or that Client's use of the Services and Veltrano Technology comply with Law. Veltrano does not guarantee the successful recovery of any assets or funds, and makes no representations regarding the likelihood of recovery in any specific Recovery Matter. Veltrano is not liable for delays, failures or

problems inherent in use of the internet and electronic communications or other systems outside Veltrano's control.

### **8.3 Limitation on Indirect Liability**

Except for Excluded Claims, to the maximum extent permitted by Law, neither party will have any liability in relation to this Agreement for any indirect, consequential, special, reliance, incidental, or punitive damages, lost revenue, profits, savings or goodwill, business interruption, personal injury, property damage, or loss of data, whether in contract, negligence, strict liability, tort, or other legal or equitable theory, even if these losses, damages, or costs are foreseeable, and whether or not any party has been advised of their possibility.

### **8.4 Liability Cap**

Except for Excluded Claims, a party's total aggregate liability for damages and Losses for all claims arising out of or relating to the Agreement (including Data Incident Losses) is limited to the total Fees Client paid to Veltrano (excluding all pass-through fees levied by Financial Institutions) during the 12 month period before the first event giving rise to liability. Client's payment obligations, including Fees, Assessed Fines and Taxes are not limited by this Section 8.4.

## **9. INDEMNIFICATION**

### **9.1 Indemnities**

(a) General Indemnities. Subject to Section 9.2 (Limitations on Indemnity), Client will indemnify Veltrano, its Affiliates, and their directors, employees, and agents for all Losses arising from Client's use of the Services or Veltrano Technology, gross negligence, willful misconduct, fraud, or material breach of the Agreement.

(b) IP Indemnities.

(i) Indemnity. Subject to Section 9.2 (Limitations on Indemnity), each party will indemnify the other party, its Affiliates, and their directors, employees, and agents for all Losses, to the extent they arise from an IP Claim, except that this indemnification obligation does not apply if the indemnified party uses the Materials in combination with other materials not provided by the indemnifying party (if the Materials the indemnifying party provided would not infringe absent the combination).

(ii) Remedial Actions. If an IP Claim arises, the indemnifying party may, at its sole discretion and expense (i) modify the Materials it provided to be non-infringing, replace them with non-infringing alternatives, or obtain a license for the indemnified party to continue using the Materials; or (ii) upon 30 days' notice, terminate the indemnified party's use of the infringing Materials.

(iii) Exclusive Remedies. This Section 9.1(b) states the indemnifying party's entire liability to the indemnified parties, and the indemnified parties' sole and exclusive rights and remedies, with respect to an IP Claim.

## **9.2 Limitations on Indemnity**

An indemnifying party's obligations under Section 9.1 do not apply to the extent that the Claim or Losses arise out of an indemnified party's negligence, fraud, willful misconduct, or breach of this Agreement.

## **9.3 Defense of Claims**

If the indemnified party seeks to enforce an indemnity under this Agreement, it must promptly notify the indemnifying party of the applicable Claim and allow the indemnifying party to take exclusive control of its defense and settlement. The indemnified party must cooperate with and provide reasonable assistance to the indemnifying party in conducting such defense and settlement, at the indemnifying party's expense. The indemnifying party will control the defense and settlement at its expense, but will not enter into any settlement that imposes any obligation on the indemnified party (other than payment of money, which the indemnifying party must pay) without the indemnified party's prior written consent. An indemnified party's delay or failure in notifying the indemnifying party of a Claim will not relieve the indemnifying party of its indemnity obligations, except to the extent the indemnifying party has been prejudiced by such delay or failure.

## **10. SUSPENSION; TERMINATION**

### **10.1 Suspension and Termination**

(a) Termination by Client.

(i) Termination for Convenience. Client may terminate this Agreement at any time by closing its Client Account via the Client Portal or by providing written notice to Veltrano. Client remains liable for all Fees incurred prior to termination.

(ii) Termination for Cause. Client may terminate this Agreement immediately upon notice to Veltrano if Veltrano materially breaches this Agreement and, if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach.

(b) Suspension and Termination by Veltrano.

(i) Suspension. Veltrano may immediately suspend Client's access to the Veltrano Technology and use of any or all of the Services if:

(1) Veltrano reasonably believes that by providing the Services to Client, Veltrano or Client will violate any Law or Governmental Authority requirement or directive or, if applicable, Financial Institution Terms;

(2) a Client Insolvency Event occurs;

(3) Client breaches this Agreement or any other agreement between the parties;

(4) Veltrano reasonably believes Client's activity degrades, or may degrade, the security, privacy, stability or reliability of the Veltrano services, Veltrano Technology or any third party's system;

(5) Veltrano reasonably believes Client is engaged in a matter or activity that may be unlawful, enables or facilitates (or may enable or facilitate) illegal or prohibited transactions, may be harmful to a third party, or otherwise presents an unacceptable risk to Veltrano;

(6) Veltrano reasonably believes Client's activity increases, or may increase, the rate of fraud that Veltrano observes;

(7) Client does not promptly respond to Veltrano's request for Client Information;

(8) Client does not promptly update its implementation of the Services or Veltrano Technology to the latest production version Veltrano recommends or requires; or

(9) Client fails to pay Fees when due.

(ii) Termination.

(1) Termination for Convenience. Unless otherwise agreed in writing, Veltrano may terminate this Agreement or close Client's Client Account at any time. Veltrano will notify Client in accordance with Law.

(2) Termination for Cause. Veltrano may immediately terminate this Agreement or revoke access to any part of the Services or Veltrano Technology if (A) Client materially breaches this Agreement and, if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach or (B) any event listed in Section 10.1(b)(i) of these General Terms occurs. Veltrano will notify Client in accordance with Law.

## **10.2 Effect of Termination**

Upon termination of this Agreement, Client's rights to use the Services and the Veltrano Technology immediately cease. Client must immediately cease accessing the Services and delete all license keys, access keys and copies of Veltrano Technology. In no event will termination relieve Client of its obligation to pay any amounts payable to Veltrano for the period prior to the effective date of termination. Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties or their Affiliates, including any ongoing Recovery Matter governed by a separate Engagement Letter.

## **10.3 Survival**

The following will survive termination of this Agreement:

- (a) Client's obligation to pay Fees;
- (b) Sections 3 (Client Account Security), 5.1 (Ownership; Intellectual Property Rights), 5.2 (Feedback), 7 (Fees; Taxes; Client Bank Account), to the extent applicable to Services provided or to Recovery Matters during the Term; 8 (Limitation of Liability), 9 (Indemnification), 10.2 (Effect of Termination), 11.2 (Notices and Communications), 11.3 (Governing Law); 11.4 (Dispute Resolution; Agreement to Arbitrate), 11.7 (Entire Agreement), 11.8 (Modification), 11.9 (Order of Precedence), 11.10 (Assignment), 11.11 (Severability), 11.12 (Waivers), 11.13 (Force Majeure), 11.14 (No Agency), 11.15 (Cumulative Rights; Injunctions), 11.17 (Interpretation), 12 (Definitions), to the extent used in a surviving clause, 13 (Regional Terms);

- (c) Section 4 (Privacy and Data Use), for so long as Veltrano or Client holds Veltrano Data or Personal Data, as applicable;
- (d) the DPA, for so long as Veltrano holds Personal Data or Protected Data, except for provisions regarding a Data Incident where Client is the data custodian, which will survive for as long as Client holds Veltrano Data or Personal Data; and
- (e) trade secrets, indefinitely, and all other confidentiality obligations, for 3 years after the date of termination.

## **11. GENERAL PROVISIONS**

### **11.1 Compliance with Law**

Each party must comply with all Laws applicable to its business in its performance of obligations or exercise of rights under this Agreement. Client is solely responsible for evaluating and configuring the Services to comply with Client's legal obligations, including but not limited to obligations under applicable anti-money laundering, counter-terrorism financing, and sanctions laws.

### **11.2 Notices and Communications**

Notices to Veltrano. Unless this Agreement states otherwise, for notices to Veltrano, contact Veltrano at [legal@veltrano.com](mailto:legal@veltrano.com). A notice Client sends to Veltrano is deemed to be received when Veltrano receives it.

Communications to Client. Client consents to electronic communications as described in the E-SIGN Disclosure, which is incorporated into this Agreement by this reference. Veltrano also may send Client Communications by physical mail or delivery service to the postal address listed in the applicable Client Account. A Communication Veltrano sends to Client is deemed received by Client on the earliest of (i) when posted to the Veltrano Website or Client Portal; (ii) when sent by text message or email; and (iii) three

business days after being sent by physical mail or when delivered, if sent by delivery service.

### **11.3 Governing Law**

This Agreement and any disputes between Client and Veltrano will be governed by, and construed in accordance with, the Governing Law as specified in the Regional Terms, without giving effect to its conflict of law principles.

### **11.4 Dispute Resolution; Agreement to Arbitrate**

(a) Binding Arbitration.

(i) Claims Subject to Arbitration. Except as stated otherwise in Section 11.4(a)(ii) or the Regional Terms, all disputes, claims, and controversies, whether based on past, present, or future events, including those arising out of or relating to statutory or common law and the breach, termination, enforcement, interpretation, or validity of any provision of this Agreement, will be determined by binding arbitration by a single arbitrator.

(ii) Claims Not Subject to Arbitration. All disputes, claims, and controversies principally related to a party's IP Rights will be resolved by litigation. The parties submit to the non-exclusive jurisdiction of the courts specified in the Regional Terms for these disputes, claims, and controversies.

(iii) Non-waiver of Arbitration. Making claims with law enforcement or governmental enforcement agencies, exercising any self-help remedies (such as setoff rights), or seeking injunctive relief or provisional remedies in aid of arbitration from a court of appropriate jurisdiction, does not constitute a waiver of any right to compel arbitration.

(iv) Procedural Matters. Arbitration will be conducted in English. The Regional Terms specify the seat of the arbitration and the applicable arbitration rules and procedure.

(v) Provision of an Award. Subject to the limitations of liability in this Agreement, the arbitrator may award monetary damages and any other remedies allowed by the Governing Law. The arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned, written decision with respect to the dispute to each party.

(vi) Final and Binding. Any award will be final and binding on the parties and will be deemed to have been made at the seat of arbitration, and each party will act promptly in accordance with the award.

(vii) Enforcement. Any award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets, including the courts identified in the jurisdiction and venue provision in the Regional Terms.

(b) Notice of Disputes. Before commencing arbitration, the party asserting a claim must send a written notice of dispute to the other party. All dispute notices to Veltrano must be sent to [disputes@veltrano.com](mailto:disputes@veltrano.com). All dispute notices to Client must be sent to the email address listed on the applicable Client Account. All notices must (i) provide Client's name, email address, mailing address, and Client account ID (if any); (ii) describe the nature and factual and legal basis of the dispute; and (iii) detail the specific relief sought. If Client appoints an attorney to submit its notice, Client must provide written authorization allowing Veltrano to discuss Client's dispute and account details with Client's attorney. Veltrano may require Client (or Client's attorney) to verify Client's identity and confirm Client's authorization to disclose account information. Client will cooperate with any reasonable verification request. After notice of arbitration is provided, the parties will meet for the purpose of resolving the dispute and, if the dispute is not resolved within 30 days of the notice, then a party may commence arbitration in accordance with the applicable rules.

(c) Confidentiality of Arbitration. The parties will keep confidential the existence of the arbitration, the details of the arbitration proceeding, the hearing, and the arbitrator's

decision except: (i) as necessary to prepare for and conduct the arbitration hearing; (ii) in connection with a court application for a preliminary remedy, confirmation, vacatur, or modification of an arbitrator's award; (iii) the Veltrano Parties may disclose the arbitrator's decision in confidential settlement negotiations related to other disputes; (iv) as necessary to professional advisers that are subject to a strict duty of confidentiality; and (v) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any submissions, documentary, or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

(d) Conflict of Rules. In the case of a conflict between the provisions of this Section 11.4 and the applicable arbitration rules specified in the Regional Terms, the provisions of this Section 11.4 will prevail.

### **11.5 Legal Fees and Costs**

In any dispute, litigation, arbitration, or other legal proceeding arising out of or relating to this Agreement, the arbitrator or court will award to the prevailing party, if any, its reasonable attorneys' fees and costs incurred in connection with such proceeding. Notwithstanding the foregoing, if Client is liable for any amounts owed under this Agreement, Client is also liable for all costs incurred by the other party (including but not limited to Veltrano, if applicable) during collection of those amounts. Such collection costs include reasonable attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related costs.

### **11.6 Trade Control**

Client must not use or otherwise export, re-export, or transfer the Veltrano Technology except as authorized by United States law and the laws of the jurisdiction(s) in which the Veltrano Technology was distributed and obtained, including by providing access to

Veltrano Technology (a) to any individual or entity ordinarily resident in a High-Risk Jurisdiction; or (b) to any High-Risk Person. By using the Veltrano Technology, Client represents and warrants that Client is not (i) located in or organized under the laws of any High-Risk Jurisdiction; (ii) a High-Risk Person; or (iii) owned 50% or more, or controlled, by individuals and entities (x) located in or, as applicable, organized under the laws of any High-Risk Jurisdiction; or (y) any of whom or which is a High-Risk Person. Clients must not use the Services or Veltrano Technology for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical, or biological weapons.

### **11.7 Entire Agreement**

The Agreement, together with any separate written agreement relating to Fees (including any Engagement Letter), constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.

### **11.8 Modification**

Veltrano may modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Veltrano Legal Page or by notifying Client. The modified Agreement is effective upon posting or as stated in the notice, if Veltrano notifies Client. By continuing to use Services after the effective date of any modification to this Agreement, Client agrees to be bound by the modified Agreement. Client is responsible for checking the Veltrano Legal Page regularly for modifications to this Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

### **11.9 Order of Precedence**

If any term in these General Terms conflicts with a term in any Service Terms or terms incorporated by reference into this Agreement, then unless terms of lower precedence

expressly state to the contrary, the order of precedence is: (a) the Service Terms; (b) these General Terms; and (c) all terms incorporated by reference into this Agreement.

#### **11.10 Assignment**

Client may not assign or transfer any of its rights or obligations under this Agreement without Veltrano's prior consent (which consent will not be unreasonably withheld or delayed). However, Client may assign this Agreement in its entirety to its successor resulting from a merger, acquisition, or sale of all or substantially all of Client's assets or voting securities, provided that Client provides Veltrano with prompt written notice of the assignment and the assignee agrees in writing to assume all of Client's obligations under this Agreement and complies with Veltrano's procedural and documentation requirements to give effect to the assignment. To request Veltrano's consent to assign this Agreement, please contact us. Any attempt by Client to transfer or assign this Agreement, except as expressly authorized above, will be void. Veltrano may assign and transfer its rights and obligations under this Agreement (in whole or in part) without Client's consent. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

#### **11.11 Severability**

If any court or Governmental Authority determines a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

#### **11.12 Waivers**

A waiver must be in writing signed by the waiving party to be effective. A party's failure to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

### **11.13 Force Majeure**

Neither party will be liable for any failure or delay in performance to the extent caused by a Force Majeure Event. Nothing in this Section 11.13 will excuse Client's payment obligations to Veltrano.

### **11.14 No Agency**

Each party to this Agreement, and each Financial Institution (if applicable), is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, general agency, trust, or fiduciary relationship between Veltrano and Client, or with any Financial Institution. If this Agreement expressly establishes an agency relationship between Client as principal and a Veltrano Entity as agent, the agency conferred, including Client's rights as principal and a Veltrano Entity's obligations as agent, is limited strictly to the stated appointment and purpose and implies no duty to Client, or a Veltrano Entity, and will in no event establish an agency relationship for tax purposes. Client further acknowledges that Veltrano will not be subject to any fiduciary duties or obligations to Client or to any other person, or any other duties or obligations except as expressly stated in this Agreement.

### **11.15 Cumulative Rights; Injunctions**

The rights and remedies of the parties under this Agreement are cumulative. Each party may exercise any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law or in equity. Any material breach by a party of Sections 2, 4, 5, and 6 could cause the non-breaching party irreparable harm for which the non-breaching party has no adequate remedies at Law. Accordingly, the non-breaching party is entitled to seek specific performance or injunctive relief for the breach.

### **11.16 Subcontractor and Affiliates**

Veltrano may use subcontractors or its Affiliates in the performance of its obligations under this Agreement. Veltrano remains responsible for its overall performance under this Agreement and for having appropriate written agreements in place with its subcontractors and Affiliates to enable Veltrano to meet its obligations under this Agreement.

### **11.17 Interpretation**

(a) No provision of this Agreement will be construed against a party on the basis of that party being the drafter.

(b) References to "includes" or "including" not followed by "only" or a similar word mean "includes, without limitation" and "including, without limitation," respectively.

(c) All references in this Agreement to any terms, documents, Law, or Financial Institution Terms are to those items as they may be amended, supplemented, or replaced from time to time. All references to APIs and URLs are references to those APIs and URLs as they may be updated or replaced.

(d) The section headings of this Agreement are only for convenience and have no interpretive value.

(e) Unless expressly stated otherwise, any consent or approval that may be given by a party (i) is only effective if given in writing and in advance; and (ii) may be given or withheld in the party's sole and absolute discretion.

(f) References to "business days" means weekdays on which banks are generally open for business in the country in which Veltrano is located. Unless specified as business days, all references in this Agreement to days, months, or years mean calendar days, calendar months, or calendar years.

(g) Unless expressly stated to the contrary, when a party makes a decision or determination under this Agreement, that party has the right to use its sole discretion in making that decision or determination.

(h) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

## **12. DEFINITIONS**

"Veltrano" means Veltrano Solutions LLC, a [State] limited liability company, with its principal place of business at [Address], or such other entity as may be specified in the Regional Terms.

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

"API" means application programming interface.

"Assessed Fines" means assessments, penalties, fines, and fees imposed by Governmental Authorities or Financial Institutions arising out of or relating to the use of the Services.

"Business Purpose" means the operational activities, functions, or objectives of Client, including, but not limited to, activities relevant to carrying out its organizational, commercial, non-profit, or governmental mission.

"Change of Control" means (a) an event in which any third party or group acting together, directly or indirectly, acquires or becomes the beneficial owner of, more than 50% of a party's voting securities or interests; (b) a party's merger with one or more third parties; (c) a party's sale, lease, transfer, or other disposal of all or substantially all of its assets; or (d) the entry into any transaction or arrangement that would have the same or similar

effect as a transaction referred to in (a)-(c) of this definition; but, does not include an initial public offering or listing.

"Claim" means any claim, demand, government investigation, or legal proceeding that a third party makes or brings against any indemnified party.

"Client Account" means a Veltrano account through which Client accesses the Services.

"Client Account Country" means the country or region Client selected when opening Client's Client Account and is the country or region where Client's business address, as reflected in Client's account details, is located, or, in the case of an individual, the country or region where Client resides.

"Client Account Credentials" means Client's Client Account credentials, which includes the Veltrano API keys.

"Client Bank Account" means a bank or other financial institution account Client identifies to Veltrano.

"Client Bank Account Debit Authorization" means a debit authorization on the terms specified at [www.veltrano.com/legal/bank-debit-authorizations](http://www.veltrano.com/legal/bank-debit-authorizations).

"Client Compliance Information" means information about Client that Veltrano reasonably requires to comply with Law, and Governmental Authority and Financial Institution requirements, and may include information (including Personal Data) about Client's representatives, beneficial owners, principals, and other individuals associated with Client's Client Account.

"Client Entity" means an individual or entity that is part of the Client Group (including you).

"Client Financial Information" means (a) information about Client that Veltrano reasonably requires to assess Client's financial condition and outstanding credit exposure,

including financial statements (and, where applicable, unaudited management accounts including a profit and loss account, balance sheet and cash-flow statement) and supporting documentation (including bank statements); (b) information and supporting documentation to enable Veltrano to calculate Client's risk of loss; and (c) all other information Veltrano reasonably requests to assess Client's risk and ability to perform its obligations under this Agreement.

"Client Group" means (a) Client; (b) any entity or individual that Veltrano reasonably determines is associated with Client; and (c) each of Client's and their Affiliates that has entered into an agreement with a Veltrano Entity under which a Veltrano Entity provides services.

"Client Information" means Client Compliance Information and Client Financial Information.

"Client Insolvency Event" means (a) Client makes an assignment for the benefit of creditors; (b) a receiver, trustee in bankruptcy, or similar officer is appointed for Client or any of its assets; (c) Client files for bankruptcy, insolvency, reorganization, or similar relief; (d) Client admits in writing its inability to pay debts as they mature; or (e) any similar event occurs in any jurisdiction.

"Client Portal" means the interactive user interface through which a Veltrano client may view information about and manage a Client Account.

"Communication" means any written or electronic transmission of information or communication, including a notice, approval, consent, authorization, agreement, disclosure, or instruction.

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"Content" means all text, images, and other data (excluding Personal Data) or information that Veltrano does not provide to Client and that Client uploads, publishes, uses, or provides to Veltrano in connection with the Services.

"Control" means direct or indirect ownership of more than 50% of the voting power or equity in an entity.

"Data Incident" means an unauthorized or unlawful processing, use, access, loss, disclosure, destruction, or alteration of Personal Data in a party's or its Affiliate's, or a party's or its Affiliate's subcontractor's, agent's, or representative's, possession or control.

"Data Incident Losses" means Losses arising from a Data Incident to the extent caused by (a) the indemnifying party's material breach of this Agreement; (b) the indemnified party's compliance with any instruction the indemnifying party gives related to Personal Data; or (c) the indemnifying party's material violation of Law.

"Documentation" means the sample code, instructions, requirements, and other documentation (a) available on the Veltrano Website, the first page of which is located at [www.docs.veltrano.com](http://www.docs.veltrano.com); and (b) included in the Veltrano SDKs.

"DPA" means the data processing agreement located at [www.veltrano.com/legal/dpa](http://www.veltrano.com/legal/dpa).

"E-SIGN Disclosure" means the E-SIGN Disclosure terms found on the Veltrano Website.

"Engagement Letter" means a written agreement between Client and Veltrano specifying the scope, terms, and Fees for a specific Recovery Matter.

"Excluded Claims" means: (a) a party's gross negligence, fraud, or willful misconduct, (b) Client's breach of Section 1.2 (Restrictions), (c) a party's breach of Section 6 (Confidentiality) but excluding Data Incident Losses, or (d) amounts payable under Section 9.1 (Indemnities).

"Feedback" means ideas, suggestions, comments, observations, and other input regarding the Services and the Veltrano Technology.

"Fees" means the fees and charges applicable to the Services.

"Financial Institution" means a bank, financial services provider, payment processor, cryptocurrency exchange, or other entity that holds, transfers, or processes financial assets.

"Financial Institution Terms" means the terms and conditions imposed by Financial Institutions that govern Client's or Veltrano's interactions with such Financial Institutions.

"Force Majeure Event" means an event beyond the reasonable control of the affected party, including a strike or other labor dispute or labor shortage, stoppage, or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; natural disaster; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state, national, or international health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a Governmental Authority.

"General Terms" means the preamble and Sections 1 through 13 of this Veltrano Solutions Client Services Agreement.

"Governmental Authority" means a regulator, law enforcement agency, or other governmental agency or entity with jurisdiction over the Services, Veltrano, or Client, as applicable.

"High-Risk Jurisdiction" means any jurisdiction or administrative region that Veltrano has deemed to be of particularly high risk, as identified in Veltrano's Prohibited and Restricted Matters List.

"High-Risk Person" means any individual or entity that Veltrano has deemed to be of particularly high risk, as identified in Veltrano's Prohibited and Restricted Matters List.

"IP Claim" means:

(a) where Veltrano is the indemnifying party, a Claim by a third party that the indemnified party's use of the Veltrano Technology, Services, Veltrano Marks, or any other Material that Veltrano provided infringes the IP Rights of the third party; and

(b) where Client is the indemnifying party, a Claim by a third party that the indemnified party's use of the Client Marks or any other Material that Client provided infringes the IP Rights of the third party.

"IP Rights" means all copyrights, patents, trademarks, service marks, trade secrets, moral rights, and other intellectual property rights recognized anywhere in the world.

"Law" means all applicable laws, rules, regulations, and other binding requirements of any Governmental Authority.

"Losses" means all amounts finally awarded to the third party making a Claim, and all penalties, fines, and reasonable third-party costs (including reasonable legal fees) paid by the indemnified parties, to the extent arising from the Claim.

"Mark" means a trademark, service mark, design mark, logo or stylized script.

"Materials" means any software, hardware, documents, data, Marks, inventions, or other materials provided by a party.

"Payment Method" means a payment method that Veltrano accepts (e.g., a credit card, bank transfer).

"Personal Data" means any information relating to an identifiable natural person that is Processed (as defined in the Data Processing Agreement) in connection with the Services,

and includes "personal data" as defined in the GDPR and "personal information" as defined in the CCPA.

"Preview" means the product release phase "proof of concept", "alpha", "beta", "pilot", "invite only", "private preview", "private developer preview", "public preview", "developer preview", or similar designation.

"Preview Service" means any Preview feature or portion of the Services or Veltrano Technology.

"Prohibited and Restricted Matters List" means the list of Prohibited and Restricted Matters accessible from the Veltrano Legal Page.

"Prohibited Matter" means any category of matter or business practice for which a Service cannot be used or its use is limited (as applicable), as identified in Veltrano's Prohibited and Restricted Matters List, including but not limited to matters involving terrorism financing, sanctions evasion, or proceeds of other serious crimes.

"Protected Data" means all Client Information and Personal Data.

"Protected Health Information" has the meaning given to the term "protected health information" in 45 CFR §160.103 (the US Code of Federal Regulations).

"Recovery Matter" means a specific instance of asset recovery services requested by Client and accepted by Veltrano, as documented in an Engagement Letter or other written agreement.

"Recovery Purposes" means the legitimate efforts to trace, identify, freeze, seize, or recover assets lost to fraud, scams, theft, or other financial crimes.

"Regional Terms" means regional terms specified in this Agreement for Client's Client Account Country. To the extent of a conflict, the Regional Terms prevail.

"Representative" means an individual submitting Client's application for a Client Account.

"Retainer" means advance funds which Veltrano holds and controls to satisfy any liabilities or potential liabilities Client incurs under this Agreement, including any funds described as "Retainer" amounts in the Retainer Notice, the Client Portal or in any other communications to Client.

"Service" means a service Veltrano (or its Affiliate, as applicable) makes available to Client, including any service described in the Service Terms. Service excludes all Third-Party Services.

"Service Terms" means terms incorporated into this Agreement that apply to particular Services.

"Subscription Plan" means a Subscription Service's entitlement scope, term length, and pricing plan, as stated on the Veltrano Pricing Page, online sign-up page, Documentation, or as otherwise agreed between Client and Veltrano (e.g., via the Client Portal).

"Subscription Service" means a Service or combination of Services, as applicable, that Client pays for on a recurring basis.

"Taxes" means any applicable taxes and duties imposed by any Governmental Authority, including sales and use tax, excise tax, gross receipts tax, value-added tax (VAT), goods and services tax (GST) (or equivalent transaction taxes), and withholding tax.

"Term" means the period from the Effective Date until termination of this Agreement in accordance with its terms.

"Third Party Data" means data, including Personal Data and Content, from Client's third party service providers.

"Third-Party Service" means a service, product, or promotion provided by a third party that utilizes, integrates with, or is ancillary to the Services.

"Update" means a modification, feature enhancement, or update to the Services or Veltrano Technology that requires Client to take some action, which may include changing Client's implementation of the Services or Veltrano Technology.

"Veltrano Data" means data that Client obtains via the Services, including (a) information relating to the Veltrano API interactions via the Veltrano Technology; (b) information Veltrano uses for security or fraud prevention; and (c) all aggregated information Veltrano generates from the Services.

"Veltrano Entity" means Veltrano or any of its Affiliates.

"Veltrano Legal Page" means [www.veltrano.com/legal](http://www.veltrano.com/legal).

"Veltrano Marks" means the trademarks, service marks, and logos of Veltrano and its Affiliates.

"Veltrano Parties" means Veltrano and its Affiliates, and the directors, employees, and agents of each Veltrano Entity.

"Veltrano Pricing Page" means [www.veltrano.com/pricing](http://www.veltrano.com/pricing) or such other page as Veltrano may designate.

"Veltrano Technology" means all software (including software in the Veltrano SDKs), application programming interfaces (including the Veltrano API), user interfaces (including the Client Portal), and other technology that Veltrano and its Affiliates use to provide and make the Services available.

"Veltrano Website" means [www.veltrano.com](http://www.veltrano.com).

### **13. REGIONAL TERMS**

The following Regional Terms apply for the countries or regions below. If there is a conflict between the General Terms and the Regional Terms, the Regional Terms prevail.

If Veltrano provides Services in countries not listed in this Section 13, then the Regional Terms for the United States apply.

## **UNITED STATES**

The following Regional Terms apply for Clients in the United States.

### 13.1 Governing Law

The laws of the state of Delaware are the Governing Law.

### 13.2 Dispute Resolution

#### 13.2.1 Binding Arbitration

(a) Arbitration will be held in Wilmington, Delaware.

(b) The American Arbitration Association ("AAA") will administer the arbitration under the AAA's Commercial Arbitration Rules ("AAA Rules").

(c) The arbitrator will apply the substantive law of the State of Delaware and of the United States, excluding their conflict or choice of law rules.

(d) Payment of applicable fees, including filing, administration, and arbitrator fees, will be governed by the AAA Commercial Arbitration Fee schedule.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in Section 13.1 referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. Sections 1-16) will govern any arbitration conducted in accordance with this Agreement.

#### 13.2.2 Jurisdiction and Venue

For any claims that relate to IP Rights, each party consents to exclusive personal jurisdiction in the United States District Court for the District of Delaware, and for all other claims that may not be subject to arbitration or to confirm an arbitrator's award, each party consents to exclusive personal jurisdiction in the federal courts for the District of Delaware and the state courts located in New Castle County, Delaware.

### 13.2.3 No Jury Trial

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

### 13.2.4 Class Waiver

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

## **EUROPEAN ECONOMIC AREA**

The following Regional Terms apply for Clients in the European Economic Area.

### 13.1 Governing Law

The laws of Ireland are the Governing Law.

### 13.2 Dispute Resolution

### 13.2.1 Binding Arbitration

- (a) Arbitration will be held in Dublin, Ireland.
- (b) The International Chamber of Commerce ("ICC") International Court of Arbitration will administer the arbitration under its ICC Rules ("ICC Rules").
- (c) The arbitrator will apply the laws of Ireland.
- (d) The arbitrator may be the same nationality as any of the parties, and must be a member of the Law Society of Ireland or the Bar of Ireland, unless the parties agree otherwise.

### 13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Ireland.

### 13.2.3 No Class Action Waiver

The class action waiver in the preamble does not apply.

### 13.2.4 Insolvency Proceedings

Nothing in this Agreement will preclude Veltrano from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency laws in the Client's jurisdiction.

## **UNITED KINGDOM**

The following Regional Terms apply for Clients in the United Kingdom.

### 13.1 Governing Law

The laws of England and Wales are the Governing Law.

## 13.2 Dispute Resolution

### 13.2.1 Binding Arbitration

- (a) Arbitration will be held in London, England.
- (b) The International Chamber of Commerce ("ICC") International Court of Arbitration will administer the arbitration under its ICC Rules ("ICC Rules").
- (c) The arbitrator will apply the laws of England and Wales.

### 13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of England.

### 13.2.3 No Class Action Waiver

The class action waiver in the preamble does not apply.

### 13.2.4 Insolvency Proceedings

Nothing in this Agreement will preclude Veltrano from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency law in the Client's jurisdiction.

*[Document continues with additional regional terms for other jurisdictions as needed]*

## **SCHEDULE A: PROHIBITED AND RESTRICTED MATTERS**

Last Modified: February 21, 2025

Veltrano Solutions maintains the right to refuse service or terminate relationships with respect to the following categories of matters:

### **PROHIBITED MATTERS (Services Strictly Prohibited)**

1. **Terrorism and Sanctions.** Any matter involving individuals or entities designated on applicable sanctions lists (including OFAC, UN, EU, and HMT lists), or activities that would constitute terrorism financing or sanctions evasion.
2. **Proceeds of Serious Crimes.** Recovery efforts where the underlying assets constitute proceeds of drug trafficking, human trafficking, weapons trafficking, or other crimes involving serious violence.
3. **Fraudulent Claims.** Matters where Veltrano reasonably believes Client is attempting to recover assets to which Client has no legitimate claim, or where the recovery effort itself would constitute fraud or deception.
4. **Harassment and Extortion.** Any matter involving the use of intimidation, harassment, or extortionate tactics against individuals, including family members of suspected fraudsters.
5. **Money Laundering.** Matters where the primary purpose appears to be laundering funds rather than legitimate asset recovery.

#### **RESTRICTED MATTERS (Services Require Pre-Approval)**

1. **Cryptocurrency Recoveries.** Recovery matters involving cryptocurrency assets exceeding \$100,000 in value, or involving privacy coins or decentralized exchanges.
2. **Cross-Border Jurisdictions.** Matters involving jurisdictions subject to comprehensive sanctions or where Veltrano lacks adequate legal partnerships.
3. **Insider Trading/Securities Fraud.** Matters involving alleged insider trading or securities fraud where Client is or was a regulated person.
4. **High-Risk Industries.** Recovery matters involving gambling, adult entertainment, or other high-risk industries as determined by Veltrano.
5. **Multiple Simultaneous Claims.** Matters where Client has retained or is attempting to retain multiple recovery firms for the same loss event.