**You must read these Terms of Use carefully before accessing and/or using any part of the Platform or Platform Functionality/Services.**

**Acknowledgment of Ability/Authority to Agree; Agreement to Terms of Use.** By accessing and/or using any part of the Platform or Platform Functionality/Services, you affirm that you are over eighteen (18) years old and you acknowledge and agree that, by accessing and/or using any part of the Platform or Platform Functionality/Services, you are entering into a legally binding agreement/contract with BI Analytics Fintech LLP, individually and on behalf of all other persons and entities for whom/which you act or purport to act, including, without limitation, your employer(s), which agreement/contract consists of all terms and conditions set forth in these Terms of Use including, without limitation, those stated under below regarding modification/termination without further notice and those incorporated by reference herein), and that you understand and agree that you and all persons and entities for whom/which you act or purport to act must comply with them and are legally bound thereby.

**BI ANALYTICS FINTECH LLP TERMS AND CONDITIONS FOR SOFTWARE SOLUTIONS & SERVICES**

The Terms and Conditions for cloud-based FX Management Software Services (hereinafter these "Terms") are entered into by and between BI ANALYTICS FINTECH LLP ("BIAFLLP"), and the entity ("Customer") described in a Software subscription registration form. This Agreement Terms & Conditions are agreed/ accepted by the user and be governed by and incorporated by reference to this Agreement. This Agreement is comprised of the Terms, the "FX Management Software Solution Service Level Agreement" (the "SLA"), the Acceptable Use Policy, the Data Processing Addendum, and the registration form (together with this "Agreement").

1. SaaS Services and Other Services

   a. Access Right:
      i. Subject to the terms and conditions herein and Customer's payment of fees, BIAFLLP hereby grants to Customer a limited, non-exclusive, non-transferable (except as expressly permitted by this Agreement) right to access and use BIAFLLP software as a service solution and related support services (collectively, the "SaaS Services") to the extent set forth in the applicable Order Schedules and in accordance with the online documentation provided with the SaaS Services ("Documentation") for its internal business purposes. Customer acknowledges and agrees that only employees or service providers of Customer who have been assigned a unique user name and password to access and use the SaaS Services (each a "User" and collectively "Users") are entitled to access the SaaS Services. Customer shall be responsible for each User's access and use of the SaaS Services and compliance with applicable terms and conditions of this Agreement.

   b. Terms of Use
      i. The Customer agrees to be bound by the Acceptable use policy and shall use the SaaS Services in compliance with the Acceptable use policy.

   c. Support and Service Levels
      i. Subject to the Customer's payment of the fees set forth in an Order Schedule ("Fees"), BIAFLLP will provide support services during the Term (as defined below). Support provided to Customers shall comprise the following:

      ii. BIAFLLP shall provide telephone and online support to users only for problem-resolution assistance in accordance with the SLA for the support service availed.

      iii. BIAFLLP shall provide the service levels set forth in the SLA with respect to the SaaS Services. The customer's sole and exclusive remedy for any failure to provide such service levels is set forth in the SLA.

   d. Professional Services :
      i. BIAFLLP shall perform implementation support, training, and consulting services set forth in the applicable statements of work for the Customer as specified in an Order

Schedule. BIAFLLP may utilize subcontractors to provide such services or parts thereof. BIAFLLP shall be responsible and liable for the performance of such subcontractors. BIAFLLP shall take appropriate measures to ensure that its employees and its subcontractors who perform services hereunder are competent to do so. BIAFLLP reserves the right to determine which of its personnel or those of its subcontractor shall be assigned to perform such services and to replace or reassign such personnel during the Term hereof.

2. Ownership

   a. The SaaS Services (including software, software application, computer codes and programs, systems architecture, structure, organization, and source code of the SaaS Services, the selection, compilation, and analysis of all data in the SaaS Services, and all improvements thereof) constitute the sole and exclusive property of BIAFLLP or its licensors and suppliers. For the avoidance of doubt, the SaaS Services exclude any Customer Data (as defined below).
   The customer acknowledges that all rights, titles, and interests in and to the SaaS Services are and shall remain vested in BIAFLLP or its licensors or suppliers. Except for the limited license granted herein, the Customer does not claim and shall not assert any right, titles, or interest, or other ownership or proprietary rights, in or to the SaaS Services or other intellectual property provided by BIAFLLP. The customer shall not take any action that jeopardizes BIAFLLP or its licensors' or suppliers' intellectual property.

3. Customer Cooperation and Assistance

   a. It shall be Customer's responsibility to timely perform all obligations that may be required in order to establish the Customer's use of the SaaS Services. This includes but is not limited to: (a) providing information relating to the customer's organization, technology platforms, systems configurations, business processes, and any other information that is reasonably requested by BIAFLLP from time to time; (b) providing employee lists to set up User accounts; (c) designating Users to participate in training; (d) assigning a project manager to coordinate implementation support activities; (e) providing core referential data (f) make available such personnel assistance to BIAFLLP as may be reasonably necessary for BIAFLLP to perform hereunder; (g) carry out in a timely manner all other Customer responsibilities set forth herein. Any delay by Customer hereunder shall result in an extension of BIAFLLP-dependent obligations due to such delay or failure.

4. Fee & Payment

   a. The fees shall be paid by the customer in accordance with the applicable Order Schedules.

5. Term and Termination

   a. Terms & Conditions
      i. This Agreement shall commence on the Contract Effective Date of the initial Order Schedule, and shall remain in full force and effect until all Order Schedules, renewals, change orders, or statements of work subject to these Terms are terminated or have expired. A merger, re-capitalization, sale of stock, asset sale, corporate bankruptcy, liquidation, or other similar action shall not relieve Customer of its financial obligations under this Agreement.

   b. Termination for Cause
      i. Either party may terminate this Agreement (i) for material breach by the other party if such breach is not cured within 45 days after written notice to the breaching party; (ii) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days; or (iii) immediately for intellectual property infringement or breach of confidentiality by the other party.

      BIAFLLP may terminate this Agreement, modify, suspend or terminate any or all SaaS Services, or restrict Customer's use if, in BIAFLLP's sole reasonable judgment, use of the SaaS Services by Customer: (a) is subject to an order from a court, governmental

entity, or regulator stating that such use must cease; (b) violates applicable law or export control sanctions.

c. Effect of Termination

    i. The Customer's and User's rights to access and use the SaaS Services shall immediately terminate on the date of termination. Upon termination, Customer shall, and shall use its best efforts to cause Users to, immediately cease all use of the SaaS Services. Customer shall pay BIAFLLP for the SaaS Services (a) received through the date of termination of this Agreement, and (b) for the entire contracted Term in the case of termination based upon a material breach by Customer. The provisions, which by their nature or context are intended to survive any termination or expiration, shall survive any such termination or expiration of this Agreement.

6. Confidentiality and Customer Data

a. Confidential Information

    i. For the purposes of this Agreement, "Confidential Information" means all non-public or proprietary information and material of a technical, economic, financial or business nature, whether or not reduced to writing or other tangible form and whether or not marked as "confidential" or "proprietary", including without limitation trade secrets and other information concerning the business affairs of the disclosing party or its affiliates, subcontractors or vendors, compositions, data, designs, drawings, formulae, graphs, inventions, ideas, know-how, models, photographs, processes, product prototypes and specifications; customer requirements; customer lists, price lists, and supplier lists; research and development; manufacturing, development, marketing or distribution strategies, methods and processes; market studies; business plans; computer software and programs (including object code and source code); and database technologies, systems, structures and architectures that may be disclosed by the parties during the Term of this Agreement.

In connection with this Agreement, either party may have access to Confidential Information of the other party. Confidential Information shall (i) be used by the receiving party solely for the purposes for which it is provided and for no other purpose, (ii) be kept confidential by the receiving party and its Representative (as defined below) and protected from disclosure using the same standard of care as the receiving party uses to protect its own similar confidential and proprietary information, but not less than reasonable care, and (iii) be disclosed only to such of receiving party's and receiving party's affiliates or their respective officers, directors, employees, agents, advisors and consultants (collectively, "Representatives") on a need-to-know basis for the purposes for which such Confidential Information is provided and who have agreed (with confidentiality and non- use obligations no less strict than those contained herein) to maintain the confidential nature of such information. The receiving party shall be responsible and liable for any breach of the confidentiality obligations herein by its Representatives. The obligation of confidentiality will survive termination of this Agreement and continue until such information is deemed no longer confidential.

b. Exclusions

    i. The obligations under this Section shall not apply to information that: (a) is or becomes publicly available through no act, omission or breach by the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (d) is independently developed by the receiving party without access to or use of the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information if required to be disclosed by law, a court of competent jurisdiction, or a regulatory body; provided that immediately upon receiving any such request, and to the extent permitted by law, the receiving party promptly notifies the disclosing party in writing of such requirement to enable the disclosing party to take any action as it deems appropriate to protect Confidential Information. To

the extent that the receiving party must disclose Confidential Information pursuant to the immediately preceding sentence, any such disclosure shall be limited to only that Confidential Information required to be disclosed to comply with the order of the relevant court or regulatory body.

c. Customer Data

    i. The customer is responsible for ensuring the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all customer data, including Customer Personal Data, and shall provide any legally required notices and obtain any legally required consent related to Customer Data. During the Term, the Customer can retrieve from the SaaS Services Customer's data that is inputted into and/or stored via the SaaS Services ("Customer Data") as part of the standard reporting data formats. Upon termination, BIAFLLP may immediately deactivate Customer's account and following a reasonable period of not less than ninety days shall be entitled to delete Customer's account from BIAFLLP "Platform" site. During this 90-day period and upon Customer's written request, BIAFLLP will grant Customer limited access to the SaaS Services for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to BIAFLLP. At the end of the such 90-day period, and except as may be required by law, BIAFLLP may delete or otherwise render inaccessible any of Customer Data that remain on the BIAFLLP "Platform" site and Customer acknowledges and agrees that BIAFLLP has no obligation to retain Customer Data. This Section 6 supersedes the non-use and non-disclosure agreement that may have been entered into by the parties in connection with the negotiation of this Agreement and/or decision to purchase the SaaS Services.

7. Security

a. BIAFLLP will maintain adequate administrative, technical, organizational, and physical safeguards designed to ensure the security and confidentiality of the Customer Data. The customer shall provide and institute all appropriate tools and procedures required to ensure the security of its information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

8. Warranties; Exclusion of Warranties

a. Limited Warranty

    i. BIAFLLP warrants to the Customer that, during the Term, the SaaS Services will operate substantially in accordance with the Documentation. Any updates or upgrades provided to the Customer hereunder shall be warranted to the same extent as the SaaS Services. This limited warranty shall not apply (i) during the occurrence of a Force Majeure Event (as defined below); (ii) when Customer breaches its payment obligations under this Agreement; (iii) to any failure by Customer to use the SaaS Services in accordance with this Agreement, the Documentation, or other instructions provided to Customer by BIAFLLP; (iv) to Customer's or any of Customer's third party's hardware, software, and equipment; (v) to Customer errors in entering, analyzing, or reporting data; or (vi) to downtime as a result of scheduled maintenance performed by or for BIAFLLP. Warranty claims must be timely received to be valid. Any claim for breach of an express warranty set forth in this Section must be in writing, contain sufficient detail and delivered to BIAFLLP not more than thirty (30) days following the date on which the Customer first determines that such a breach has occurred (a "Warranty Notice"). Customer's exclusive remedy and BIAFLLP entire liability for a breach of the warranty above is for BIAFLLP to use commercially reasonable efforts to correct the defective SaaS Services as soon as is reasonably practicable. If BIAFLLP is unable or unwilling to correct the defective SaaS Services within thirty (30) days from written notice of the defective SaaS Services, the Customer may (i) terminate the defective SaaS Services and BIAFLLP will refund any prepaid Fees for the terminated SaaS Services for the period following the date of termination or (ii) accept the SaaS Services as provided by BIAFLLP without additional claim related to the matter set forth in the Warranty Notice.

b. Disclaimer of Warranties

    i. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BIAFLLP MAKES NO

(AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED (IN CONTRACT OR TORT OR OTHERWISE) OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, DESIGN, CONDITION OR QUALITY WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES LICENSED OR PROVIDED TO CUSTOMER BY BIAFLLP, OR OTHERWISE UNDER THIS AGREEMENT. THE SAAS SERVICES ARE PROVIDED "AS IS" AND ON AN AVAILABLE BASIS. WITHOUT LIMITING THE FOREGOING, BIAFLLP DOES NOT WARRANT THAT OPERATION OF THE SAAS SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE AVAILABLE AT ANY TIME OR LOCATION, UNINTERRUPTED, SECURE OR ERROR-FREE AND THAT ALL ERRORS CAN BE CORRECTED. OPERATION OF THE SAAS SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF BIAFLLP CONTROL AND BIAFLLP DOES NOT WARRANT THAT THE CONTENT OF THE SAAS SERVICES WILL BE FREE OF HARMFUL COMPONENTS. BIAFLLP HAS NO OBLIGATION TO REPAIR OR REPLACE THE SAAS SERVICES, SERVICES OR PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN BIAFLLP. BIAFLLP DOES NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIRD-PARTY DATA ACCESSED BY THE CUSTOMER THROUGH THE SAAS SERVICES, AND THE CUSTOMER ACKNOWLEDGES THAT SUCH THIRD-PARTY DATA IS PROVIDED TO THE CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY BIAFLLP OR ITS THIRD-PARTY VENDOR.

9. Limitation of Liability

   a. Exclusion of Indirect Damages.
      i. IN NO EVENT SHALL BIAFLLP OR CUSTOMER, OR THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATE, LICENSOR OR SUPPLIER, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH A PARTY'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICES OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE LIABLE PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL BIAFLLP BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

   b. Limits on Liability
      i. Except for Fees owed hereunder, the total aggregate liability of either party arising out of or in connection with this Agreement shall not exceed the amount of Fees paid or payable by Customer to BIAFLLP as consideration for the SaaS Services, products and/or services given rise a to such claim during the twelve (12) months preceding the date on which the cause of action arose. The existence of one or more claims under this Agreement will not increase BIAFLLP's liability in excess of the foregoing. For purposes of Sections 8 and 9, reference to BIAFLLP shall also include its suppliers and licensors

10. Indemnification

   a. Indemnification by BI Analytics Fintech
      i. BIAFLLP will defend and indemnify Customer against any and all costs, damages, and expenses (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction once all appeal rights are exhausted or agreed to in a written settlement agreement signed by BI Analytics Fintech arising out of any claim or allegation by a third party that the SaaS Services infringes, misappropriates or violates any intellectual property rights of any third party. In the event that the SaaS Services are held or are believed by BIAFLLP to infringe a third party's intellectual property rights, BIAFLLP may, at its option and expense (a) replace or modify the SaaS Services to be non-infringing, without materially adversely affecting the SaaS Services' specified

functionalities; (b) obtain for Customer a license to continue using the SaaS Services; or (c) terminate this Agreement and return to Customer any prepaid fees unearned by BIAFLLP. The foregoing states BIAFLLP sole and exclusive liability, and Customer's sole and exclusive remedy, for any claim of infringement. BIAFLLP shall not be obligated to defend, and indemnify Customer for any claims to the extent based on: (i) any Customer or third party intellectual property or software incorporated in or combined with the SaaS Services where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the SaaS Services at BIAFLLP discretion; or (ii) the SaaS Services that has been altered or modified by Customer, by any third party or by BIAFLLP at the request of Customer (where BIAFLLP had no discretion as to the implementation of modifications to the SaaS Services or Documentation directed by Customer), where in the absence of such alteration or modification the SaaS Services would not be infringing.

b. Indemnification by the Customer
   i. The customer will defend and indemnify BIAFLLP against any and all costs, damages, and expenses (including reasonable attorneys' fees) finally awarded against BIAFLLP by a court of competent jurisdiction once all appeal rights are exhausted or agreed to in a written settlement agreement signed by Customer arising out any claim or allegation by any third party resulting from or related to Customer's.

c. Indemnification Procedures
   i. Each party's obligations under this Section are conditioned upon (i) prompt written notification by the indemnified party of any threatened or actual claim or suit; provided that a failure of prompt notification shall not relieve the indemnifying party of liability hereunder except to the extent that defenses to such claim are materially impaired by such failure of prompt notification; (ii) allowing the indemnifying party to have sole control of the defense or settlement of any claim or suit, except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability; and (iii) the indemnified party providing the indemnifying party, at the indemnifying party's request and expense, with the assistance, information and authority necessary to perform the indemnifying party's obligations under this Section.

11. General Provisions

    a. Customer may not assign or transfer any of its rights under this Agreement to any third party without the prior written consent of BIAFLLP, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be void. Except with respect to payment obligations under this Agreement, neither party will be responsible or liable for delays or failure of performance resulting from acts beyond the party's reasonable control, including denial-of-service attacks, acts of God, strikes, walkouts, labor or material shortages, riots, acts of war, acts of terrorism, epidemics, failure of suppliers to perform, governmental regulations, power or communications failures, delays or failures due to Internet access connections or congestions, hostile network attacks, earthquakes, or other disasters (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance. During the Term and for a period of Thirty -Six (36) months thereafter, neither party will hire or solicit for employment any of the other party's employees, except by written consent of the other party. Should either party hire or solicit for employment any of the other party's employees, without written consent, the breaching party shall pay an amount equal to the payment received by the employee from its employer during the Eighteen (18) month period immediately preceding the breach of this provision. All notices required under this Agreement shall be in writing and shall be sent to the party's address set forth in the Order Schedule. Notices will be deemed to have been duly given (1) when delivered personally or by acknowledged email, (2) the next day if sent by courier service (costs prepaid and receipt requested); or (3) within 7 days after the date mailed, if sent by certified mail (postage prepaid and return receipt requested). A party may change its address for purposes of this Agreement by giving written notice thereof in accordance with this Section. This Agreement will be governed by the laws of the State of Maharashtra, India without regard to conflict of laws principles. The parties irrevocably consent and agree to the exclusive jurisdiction and venue of

the courts located in Mumbai Maharashtra, India any and all suits or proceedings based on or arising under this Agreement. BIAFLLP and Customer are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party. If any provision of this Agreement is unenforceable or illegal, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. None of the conditions or provisions of this Agreement shall be deemed to have been waived by any act, omission or knowledge on the part of any party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized representative of such party. The Customer agrees that BIAFLLP may identify the Customer as a name in a list of new customer subscribers in a press release on BIAFLLP growth and momentum. Customer agrees to allow BIAFLLP to identify Customer, including use of Customer logo, as a BIAFLLP client on marketing literature and on BIAFLLP web properties. BIAFLLP agrees to abide by all Customer branding guidelines, and to not single out or highlight Customers in any way. This Agreement constitutes the complete and exclusive agreement between BI Analytics Fintech and Customer with the subject matter hereof.

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