

## MASTER SERVICE AGREEMENT TERMS AND CONDITIONS

### 1.0 INTRODUCTION

- 1.1 Binding Agreement.** By executing an Order Form incorporating this Agreement, Tink U.S. Inc. ("Tink") and the legal entity identified as customer on such Order Form ("Customer") agree to be bound by this Agreement and comply with the terms and conditions set out herein (the "Terms and Conditions"). All capitalized terms used in this Agreement have the meanings set forth in Schedule C attached hereto unless otherwise indicated.
- 1.2 Structure.** *Schedules A, B, C, and Appendix 1* (collectively, the "Schedules") are integral parts of this Agreement and are hereby incorporated by reference (the Terms and Conditions together with the Schedules, the SLAs and any executed Order Forms, the "Agreement"). In the event Customer is designated as an authorized reseller of the Services under a valid Order Form, *Schedule D (Addendum: Reseller Terms – United States)* shall also be deemed incorporated herein by reference and form part of this Agreement.
- 1.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject matter of this Agreement and supersedes any previous written or oral agreement between the Parties in relation to the subject matter dealt with herein.

### 2.0 THE SERVICES

- 2.1 Provision of Services; Documentation; SLAs.** Tink will make the Services available to Customer in accordance with this Agreement, provided Customer and its Personnel use the Services solely in accordance with this Agreement. Tink makes available the Documentation to assist Customer in operating the Services and represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.
- 2.2 Service Level Agreement.** Tink's standard SLA (basic support) shall apply unless otherwise specified in a valid Order Form.
- 2.3 Personnel.** Each Party is responsible for the performance of its respective Personnel and their compliance with this Agreement.
- 2.4 Applicable Law.** Each Party shall comply with applicable law in the performance of its obligations under this Agreement.
- 2.5 Use of the Services.** Customer and its Personnel shall access and use the Services only in accordance with this Agreement and the Order Form(s). Customer represents and warrants that its integration, configuration, and use of the Services shall conform in all material respects to the specifications set forth in the Documentation and any additional technical instructions or specifications Tink may provide from time-to-time. Without limiting the foregoing, Customer is responsible for properly transmitting applicable data necessary to use the Services using the format and specifications provided by Tink. The Services are subject to specific limitations, as specified in *Schedule A: Data Protection and Security Requirements* or as may be specified in an Order Form or the Documentation.
- 2.6 TinkLink.** Customer shall not tamper with Tink's provision of the Services with respect to End Users, including but not limited to the display of Tink's agreement with End Users and/or Tink's Privacy Policy in TinkLink.
- 2.7 Prohibited Uses.** In connection with its use of the Services, Customer shall not access, store, distribute or transmit any material during its use of the Services in a manner that violates applicable law or causes damage or injury to any person or property. Customer shall not (i) circumvent, disable, or stress test any security or other technological features of the Tink Services or the systems of Tink Service Providers, or (ii) use the Services in any manner (x) to provide service bureau, time sharing or other computer services to third parties, except where necessary to use the Services, or (y) that would cause a material risk to the security or operations of Tink or Tink Service Providers. Without prejudice to Section 4 (*Authorized Affiliates*), Customer will not allow or enable anyone to sell, rent, lease, license, distribute, publish or publicly display, copy, modify, duplicate, create derivative works from, translate, frame, scrape, mirror, republish, download, display, transmit, disassemble, decompile, reverse engineer all or any portion of the Services, or otherwise attempt to derive source code of the Services. Further, Customer shall not:
- a. Remove any copyright, trademark, or other proprietary rights notices contained in the Services or SDKs, or reformat or frame any portion of the web pages that are part of the Services' administration display;
  - b. Intentionally distribute viruses, worms, defects, trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; or
  - c. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission.

### 3.0 FREE AND TRIAL SERVICES

- 3.1** Services (a) for which fees are not paid and (b) that are designated as "Trial" or "Pilot" services in an Order Form are provided by Tink "as-is" without any warranties of any kind and Tink and its Affiliates shall have no indemnification obligations or liability of any type with respect to those Services. If such exclusion of liability is not enforceable under applicable law, then Tink and Tink's Affiliates' aggregate liability shall be limited to \$1,000.

### 4.0 AUTHORIZED AFFILIATES

- 4.1 Authorized Affiliates.** Customer may allow Authorized Affiliates to use and benefit from the Services if specified in an Order Form. Authorized Affiliates shall be bound by the obligations and restrictions set forth in this Agreement that apply to Customer. Customer shall be responsible for any failure of an Authorized Affiliate to comply with the terms and conditions of this Agreement. To the extent that an Authorized Affiliate may use and benefit from the Services under this Agreement, Customer agrees that (i) it enters into this Agreement on behalf of itself and its Authorized Affiliate; (ii) each Authorized Affiliate shall comply with and be bound by the terms of this Agreement; (iii) only Customer shall have the right to seek or exercise a right or remedy against Tink on behalf of its Authorized Affiliate; (iv) and Tink's total liability for all claims from Customer and all of its Authorized Affiliates shall apply in the aggregate and shall NOT apply individually and severally to Customer and/or any of its Authorized Affiliates.

### 5.0 THIRD-PARTY SERVICES

- 5.1 Customer's Use of Third-Party Services.** Customer is responsible for complying with any applicable terms and conditions of any Third-Party Services used by Customer in conjunction with Tink Services. Tink does not warrant or support Third-Party Services,

unless expressly provided otherwise in an Order Form (including schedules). Customer shall be fully responsible for any Third-Party Services Customer uses in conjunction with Tink Services. Tink is not responsible for any disclosure, modification or deletion of End User Data resulting from access by a Third-Party Service; Customer shall be fully responsible for any disclosure, modification or deletion of End User Data resulting from access by a Third-Party Service.

## 6.0 DATA PROTECTION AND SECURITY

**6.1 Data Protection and Security Requirements.** *Schedule A: Data Protection and Security Requirements* shall govern any Processing of End User Data by the Parties in the context of the Services.

**6.2 Tink Technical and Organizational Safeguards.** Tink implements reasonable technical and organizational measures as described in *Appendix 1: Tink's Information Security Documentation* to ensure an appropriate level of security with respect to the Services and End User Data. Tink may modify the *Information Security Documentation* from time to time, provided any such modifications do not weaken the overall level of security provided for the Services and End User Data and continue to comply with Data Protection Laws.

**6.3 Customer Technical and Organizational Safeguards.** Customer shall implement reasonable technical and organizational safeguards (a) to prevent unauthorized access or use of the Services or the Account, (b) consistent with those set forth in *Schedule A: Data Protection and Security Requirements* for the protection of End User Data; and (c) which comply with applicable law and regulation, including the Data Protection Laws.

## 7.0 CONFIDENTIALITY

**7.1 Definition of Confidential Information.** "Confidential Information" means any 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. Tink Confidential Information includes the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include End User Data or any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Tink shall have no confidentiality obligations with respect to any Feedback (as defined in Section 8.4) provided by Customer.

**7.2 Protection of Confidential Information.** The Receiving Party will (a) use the Disclosing Party's Confidential Information only for purposes consistent with the purpose of this Agreement and (b) use reasonable care (no less protective than what the Receiving Party implements for its own Confidential Information) to limit access to Confidential Information to the Receiving Party's and its Affiliates' and their respective Personnel who are bound by confidentiality obligations providing a similar level of protection as provided in this Agreement and have a "need to know" such Confidential Information, unless otherwise authorized by the Disclosing Party in writing.

**7.3 Compelled Disclosure.** Notwithstanding any provision to the contrary in this Agreement, a Party may disclose Confidential Information as required by applicable law, by such Party's regulators, or by any applicable stock exchange regulations. Unless prevented by any applicable laws, the Receiving Party shall give the Disclosing Party Notice prior to any such disclosure to enable the Disclosing Party to seek an appropriate protective order or other remedy. The Receiving Party shall use commercially reasonable efforts to ensure that any Confidential Information disclosed will be treated confidentially by anyone receiving such Confidential Information.

**7.4 Destruction of Materials.** Except as otherwise provided in this Agreement, upon written request by the Disclosing Party, the Receiving Party shall return or destroy all materials that constitute Confidential Information of the Disclosing Party; provided, however, that the Receiving Party is not required to return or destroy such Confidential Information if either (i) its automated archiving systems prevent the return or destruction of such Confidential Information, but only to the extent such Confidential Information is not used or accessible by the Receiving Party's representatives; or (ii) retention of such Confidential Information is required by applicable law. A Party retaining Confidential Information as permitted by this Agreement must continue to comply with its confidentiality obligations as provided in this Section 7.0.

## 8.0 INTELLECTUAL PROPERTY RIGHTS

**8.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Tink reserves all right, title and interest in the Services and the SDKs. No rights are granted to Customer hereunder other than as expressly set in this Agreement.

**8.2 License to Services and SDKs.** Subject to the terms of this Agreement, Tink grants to Customer a limited, revocable, non-exclusive, non-sublicensable and non-transferrable license to (a) access and use the Services and the SDKs and (b) copy and use the Documentation in connection with Customer's permitted use of the Services and the SDK.

**8.3 Future Changes.** Any changes to the Services will be owned by Tink, regardless of who initiated and/or paid for those changes.

**8.4 Feedback.** If Customer elects to provide suggestions on how the Services or Tink's, or its Affiliate's, operations can be improved ("Feedback"), then Tink and its Affiliates will be entitled to use the Feedback without restriction or obligation. Customer hereby irrevocably assigns to Tink all right, title, and interest in and to the Feedback. Customer shall execute all documents deemed necessary by Tink to evidence or give effect to such assignment.

## 9.0 FEES AND PAYMENT

**9.1 Services Fees.** Customer shall pay all applicable fees and charges for the Services as set out in an Order Form. For avoidance of doubt, fees and charges set out in an Order Form shall take precedence over fees or charges stated on the Site.

- 9.2 Payment.** Unless otherwise agreed in an Order Form, the service fees (a) shall be paid monthly in arrears in accordance with the instructions set out on the invoice, (b) will be invoiced on or about the first week of the following month and (c) are due for payment thirty (30) days after the invoice date.
- 9.3 Fee Disputes.** If Customer in good faith disputes the fees contained in a particular invoice, Customer must notify Tink in writing (a "Fee Dispute Notice") within thirty (30) days of such invoice date to be eligible to receive an adjustment or credit. Any such Fee Dispute Notice shall include information about the basis for the dispute. The Parties shall meet within thirty (30) days to discuss the disputed amounts in order to reach an understanding (an electronic meeting shall suffice). If the dispute is not resolved within thirty (30) days, then Tink shall be entitled to (a) suspend, or limit access to Customer's Account, End User Data and/or the Services and/or (b) terminate the Agreement in accordance with Section 14.3.
- 9.4 Interest Rate.** Tink shall be entitled to interest at a yearly rate of ten (10) per cent (or the highest rate permitted by law, if less), compounded monthly, on all due but unpaid amounts until such amounts, including accrued interest, are received by Tink.
- 9.5 Taxes.** Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Accordingly, payment of fees under this Agreement shall be made in full, free and clear of any deductions and set-offs and without deduction or withholding for or on account of any present or future taxes now or hereafter withheld or assessed by any governmental authority. Customer is responsible for paying all Taxes associated with its use of the Services. If Tink has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Tink will invoice Customer and Customer will pay that amount unless Customer provides Tink with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Tink is solely responsible for taxes assessable against it based on its income, property and employees.
- 9.6 No Setoff.** All amounts payable under this Agreement shall be paid to Tink without setoff or counterclaim and without deduction or withholding.

## 10.0 DISCLAIMERS

- 10.1 External Data.** The Services depend on access to external data from Customer, Third-Party Data Providers and Tink Service Providers. Tink cannot guarantee the availability or quality of such external data and assumes no responsibility for any issue outside of Tink's control relating to such data.
- 10.2 THE SERVICES, SDKs, CONFIDENTIAL INFORMATION, DOCUMENTATION, CUSTOMER ACCOUNT, TINK PLATFORM AND ALL INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN (THE "OFFERINGS"), ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS WITHOUT WARRANTY OF ANY KIND. CUSTOMER'S USE OF ANY OF THE FOREGOING IS AT CUSTOMER'S OWN RISK. NEITHER TINK NOR ANY OF ITS CURRENT AND FORMER AFFILIATES, EMPLOYEES, SUCCESSORS OR ASSIGNS, REPRESENT OR WARRANT THAT THE OFFERINGS WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, CURRENT OR ERROR-FREE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT COMPUTER NETWORK-BASED SERVICES (SUCH AS THE SERVICES AND SDKs) MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. TINK, ON BEHALF OF ITSELF AND ITS THIRD-PARTY DATA PROVIDERS, SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. Tink assumes no liability or responsibility for any inaccurate or incomplete information or claims that may result from reliance on such information. Without limiting the foregoing and, to avoid doubt, Tink, its Affiliates, and their respective licensors, shall not be liable for, and hereby expressly disclaim any liabilities and warranties with respect to, any components of the Offerings provided by any third party. The above disclaimers apply to the extent permitted by applicable law.**

## 11.0 LIABILITY AND INDEMNITY

- 11.1 Damages Cap.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7.0, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF IT HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS OR BUSINESS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ENTIRE LIABILITY OF TINK TO CUSTOMER UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED (A) THE TOTAL FEES PAID BY CUSTOMER FOR THE 12 MONTHS BEFORE THE INITIAL EVENT WHICH GAVE RISE TO THE LIABILITY OR (B) ONE HUNDRED THOUSAND U.S. DOLLARS (\$100,000), WHICHEVER IS GREATER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD-PARTY DATA PROVIDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER UNDER THIS AGREEMENT AND THAT TO THE EXTENT SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, THE AGGREGATE LIABILITY OF A THIRD-PARTY DATA PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).
- 11.2 Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Tink against all Claims against Tink arising out of or in connection with (i) Customer's breach of its obligations, representations and warranties under this Agreement and/or the Order Form(s); (ii) Customer's failure to use the Services in accordance with the Documentation; (iii) Customer's violation of law, or Customer's gross negligence, willful misconduct, or fraud, in performance of its obligations under the Agreement; (iv) Customer's misuse, unauthorized use or unlawful use of End User Data, including any Claims with respect to the adequacy of the consent for Customer's use of the End User Data; (v) a Security Event impacting Customer's systems; or (vi) an allegation that Customer's use of the Services infringes a patent, copyright, or trademark of a third party or misappropriates such third party's trade secrets.
- 11.3 Indemnification by Tink.** Tink shall indemnify, defend, and hold harmless Customer against all Claims against Customer arising out of or in connection with (i) Tink's breach of its representations or warranties set forth in this Agreement; (ii) Tink's violation of law, or Tink's gross negligence, willful misconduct, or fraud in its performance of the Services; or (iii) an allegation that the Services and/or

the SDKs directly infringes the copyright, or trade secret rights of a third party (an "IP Claim"). In the event of an actual or anticipated IP Claim, at Tink's option, Tink has the right to cease providing all or any portion of the Services that is the subject matter of the IP Claim. This section contains the only obligations of Tink and the exclusive remedy of Customer with respect to any infringement claims based on the Tink Services. Notwithstanding the foregoing, Tink shall have no obligation under this section for an IP Claim if and to the extent that the IP Claim arises from: (x) modification or customization of the Services by anyone other than Tink; (y) the combination of the Services with products or services other than those supplied by Tink; or (z) misuse of the Services.

**11.4 Claims; Procedures.** "Claims" means damages, settlements, losses, liabilities, penalties, fines, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with claims, lawsuits or actions, in each case as brought by a third party. A Party shall not be required to compensate the other Party under this Agreement unless the claiming Party sends a Notice to the other Party, describing the Claim and the calculation of the amount claimed in reasonable detail, no later than six calendar months from the date when the claiming Party first became aware of the claim.

## 12.0 KNOW YOUR CUSTOMER

**12.1 Information.** Upon Tink's request, Customer shall provide all relevant information necessary for Tink to be able to meet any requirements under applicable law, including requirements relating to the prevention of money laundering and terrorism financing. Customer shall follow the reasonable instructions of Tink to provide the information.

## 13.0 SUSPENSION

**13.1 Suspension.** Tink reserves the right to immediately suspend, or limit access (in whole or in part) to Customer's Account, End User Data, and/or the Services (i) if Tink reasonably believes Customer is in breach of the Agreement, (ii) for reasons of security, integrity or harm prevention, or (iii) if, after commercially reasonable inquiries, Tink is unable to obtain the information required under Section 12 (*Know Your Customer*). Customer will not be entitled to service credits under any applicable SLA during any such suspension. Tink shall provide notice to Customer of the reason for a suspension under this provision.

**13.2 Restoring Access.** Tink will use commercially reasonable efforts to restore Customer's access to the suspended Account, End User Data or Services promptly after Customer has resolved the problem giving rise to the suspension, unless such problem is incapable of being cured.

## 14.0 TERM AND TERMINATION

**14.1 Term of Agreement.** These Terms and Conditions, including the schedules and appendices attached hereto, shall become effective and be binding upon the Parties as of the date of the last signature of the Parties to this Agreement ("Effective Date"). The term of this Agreement shall commence on the Effective Date, unless otherwise stated in such Order Form, and remain in force until the earlier of (i) the effective date of a termination of this Agreement pursuant to Section 14.3 or 14.4 below, or (ii) the date when all Order Forms have expired or been terminated (if one or more Order Forms have been signed by Customer) (the "Term").

**14.2 Order Forms.** Each Order Form shall set forth the initial term of such Order Form, after which it will automatically renew on a yearly basis unless otherwise expressly stated in the Order Form. A Party must provide the other Party a Notice of termination of an Order Form at least 6 months prior to the subsequent renewal date.

**14.3 Termination for Cause.** A Party may terminate an Order Form or this Agreement, upon thirty (30) days' prior written Notice to the other Party, if the other Party materially breaches its obligations under that Order Form or this Agreement and the breaching Party fails to cure such material breach within the thirty (30) day period after the date on which the non-breaching Party sends written Notice describing such breach.

**14.4 Termination if Legally Compelled.** A Party may terminate this Agreement, upon thirty (30) days prior written Notice to the other Party, if such Party is legally compelled by a regulatory or judicial order or change in applicable law.

**14.5 Termination for Change in Control.** Tink may terminate this Agreement by giving thirty (30) days' written notice if Customer is subject to a Change in Control. Customer shall give written notice to the other within thirty (30) days after: (i) signing an agreement that will result in a Change in Control, or (ii) a Change in Control, if such Change in Control is not the result of an agreement.

**14.6 Survival.** Any provisions of this Agreement which by their nature should survive termination or expiration of this Agreement, including, without limitation, Sections 3 (Free and Trial Services), 5 (Third-Party Services), 7 (Confidentiality), 8 (Intellectual Property Rights), 9 (Fees and Payment), 11 (Liability and Indemnity), 17 (Miscellaneous) will survive the termination or expiration of the Agreement.

## 15.0 NOTICES

**15.1 Manner of Giving Notice.** All notices under this Agreement must be in writing and sent to the applicable address for notice set forth in the Order Form, or to such other address as a Party may designate by giving notice in accordance with this Section. Notices are deemed given when delivered personally or by overnight delivery via reputable courier service upon written verification of receipt.

**15.2 Notice by Email.** The Parties may provide Notice via email where specified in this Agreement. Customer can provide Email Notice to [legal.notices@tink.com](mailto:legal.notices@tink.com) and Tink may provide Email Notice to any email address associated with Customer's administrative user in the Account. Email Notice shall be effective on the date the email was sent.

## 16.0 MARKS AND PUBLICITY

**16.1 Publicity.** All press releases, public announcements and public relations activities by the Parties regarding this Agreement shall be agreed and approved by both Parties in advance, unless otherwise required by law or applicable securities exchange regulations.

**16.2 Tink Marks.** Tink grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use Tink's Marks during the Term solely in connection with communicating to End Users the availability of TinkLink as a means for connecting their financial accounts to Customer's service or application. Any and all use of Tink's Marks (i) shall be subject to Tink's prior written approval, and (ii) must be in strict compliance with any trademark use or brand guidelines provided by Tink, as may be

updated from time to time. Any and all goodwill generated from Customer's use of Tink's Marks shall inure to the benefit of Tink, and Customer shall acquire no rights to, or interest in, the Tink Marks whatsoever except as expressly provided herein. Except as specifically authorized by Tink, Customer shall not alter or otherwise modify any Marks attached to or included in the Services, Documentation, SDKs or other resources made available by Tink. Upon expiration or termination of this Agreement, Customer shall immediately cease all use of the Tink Marks.

## 17.0 MISCELLANEOUS

- 17.1 Amendments.** Except as stated in this Section 17.1, any amendment to this Agreement must be in writing and signed by a duly authorized representative of each of the Parties. Tink may, in its sole discretion and at any time, amend *Schedule A: Data Protection and Security Requirements*, *Schedule B: Third-Party Data Provider Requirements*, *Schedule D (Addendum: Reseller Terms – United States)*, or *Appendix 1: Tink's Information Security Documentation*. Tink shall notify Customer of any such amendments by, at Tink's election, publishing the amended terms on the Site or by notifying Customer in accordance with Section 15 (Notices). Customer's continued use of the Services after the effective date of any such amendment(s) shall constitute Customer's agreement to the amended terms.
- 17.2 Order of Precedence.** In the event of any conflict, the following order of precedence shall apply: (1) Order Forms (including schedules), (2) these Terms and Conditions, (3) the Schedules (except as otherwise provided in Schedule A: Data Protection and Security Requirements) and any appendices, and (4) Tink Documentation.
- 17.3 Waiver.** No delay or failure on the part of a Party to exercise any right, power or remedy in respect of this Agreement shall constitute a waiver thereof, and no waiver under this Agreement shall be effective unless in writing, expressly identified as a waiver to this Agreement, and duly signed by authorized representatives of the Party waiving its rights.
- 17.4 Severability.** If any provision of this Agreement is held by a court or other government body of competent jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 17.5 Third-Party Beneficiaries.** Nothing in this Agreement is intended nor shall be deemed to confer any rights or benefits upon any third party or to make any such third party a third-party beneficiary of this Agreement.
- 17.6 Assignment.** Neither Party may assign any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, provided, however, that Tink may assign or transfer its rights under this Agreement to a Tink affiliate, and Customer hereby consents to such assignment or transfer.
- 17.7 Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary, employment or other form of agency relationship between the Parties. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other Party's behalf.
- 17.8 Counterparts.** This Agreement may be executed by facsimile or other electronic means in one or more counterparts, each of which shall be deemed an original, all of which taken together shall form one legal instrument. Signatures of the Parties transmitted in electronic format are original signatures for all purposes.

## 18.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 Governing Law.** This Agreement will be governed by and construed in accordance with applicable U.S. federal law and the substantive laws of the state of New York, without regard to conflict of law principles.
- 18.2 Dispute Resolution.** Any controversy, dispute or claim arising out of or relating to this Agreement, or the interpretation, enforceability, or validity of this Agreement, including the scope or applicability of the agreement to arbitrate, that cannot be resolved informally by the Parties' day-to-day business managers ("Dispute") shall be solely and finally resolved pursuant to this section.
- Direct Business Negotiations.** Upon the written request of any Party, the Parties shall arrange for their respective senior representatives to meet within thirty (30) days for the purpose of resolving such Dispute on amicable terms. No proceeding may be commenced under Section 18.2(b) (Arbitration) until, at least fourteen (14) days after such meeting, a Party's senior representative communicates to the other Party his or her good faith conclusion that an amicable resolution of the matter is unlikely. Any discussions undertaken pursuant to this section shall be confidential compromise and settlement negotiations without prejudice to any Party's right to any other remedy in law or equity or under this Agreement.
  - Arbitration.** Any Dispute that remains unresolved following the negotiations undertaken pursuant to Section 18.2(a) (Direct Business Negotiations) shall be solely and finally settled by confidential arbitration in accordance with this Agreement and, where not inconsistent with this Agreement, with the Fast Track Arbitration Rules of Procedure (or similar rules then in effect) of the Institute for Conflict Prevention & Resolution (CPR), which rules are hereby incorporated by reference. The location of the arbitration shall be in New York, NY, U.S.A. Any dispute will be arbitrated on an individual basis and neither Party has the right to arbitrate on a class or representative basis. The Parties agree that discovery or exchange of non-privileged information shall be limited to those documents a Party intends to use in evidence at the hearing and other reasonable discovery as directed by the panel. All costs and expenses of the arbitrators shall be borne by the Parties equally, and each Party shall bear its own arbitration costs, including its attorneys' fees and travel expenses. Judgment upon any award rendered by the arbitrators may be enforced in any court of competent jurisdiction. Nothing in this Agreement limits the right of a Party to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction.

## 19.0 REPRESENTATIONS AND WARRANTIES

### 19.1 Customer.

Customer represents and warrants:

- a. Customer's consumer-facing product or service that uses the Services does not process payments for illegal activities, and Customer has systems in place, consistent with the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations ("UIGEA"), to protect against "restricted transactions" as defined in UIGEA; and
- b. Customer is neither a Covered Entity nor a Business Associate of a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Customer further agrees to provide advance notice to Tink of any change to Customer's status under HIPAA.

#### 19.2 Mutual.

Upon execution of this Agreement and any amendment hereto, each Party represents and warrants to the other that: (i) it has the power and authority to grant the rights and perform the obligations set forth in this Agreement; (ii) the execution of this Agreement by the person representing such Party is sufficient to render the Agreement binding upon such Party; (iii) this Agreement will be a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) the performance of a Party's obligations under this Agreement does not violate applicable law or breach any other agreement to which such Party is bound.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

BY:

Tink U.S. Inc.	Customer
	Customer legal name:
Name:	Name:
Title:	Title:
Date:	Date:

## MASTER AGREEMENT SCHEDULE C: DEFINITIONS

**Capitalized terms in this Agreement shall have the following meanings:**

**"Account"** means the Customer's account in the Services.

**"Affiliates"** means any entity that directly or indirectly controls, is controlled by or is under common control with that entity; "control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** has the meaning set forth in Section 1.2 of the Terms and Conditions.

**"Anonymous & Aggregated Data"** means information that is anonymized and aggregated with similar data and information so that it meets the prevailing standard of "De-identified" as set out in applicable law.

**"Audit Report"** has the meaning set forth in Section 12.2 of *Schedule A*.

**"Authorized Affiliate"** means an Affiliate of Customer that is authorized to use and benefit from the Services as indicated in an Order Form. For avoidance of doubt, an Authorized Affiliate is not party to this Agreement.

**"Change in Control"** means the completion of a transaction or series of transactions after the Effective Date, whether voluntarily, by operation of law or otherwise, in which one or more of the following events occurs: (i) a third party becomes the legal, beneficial, or equitable owner, directly or indirectly, of at least 50% of a party's then-outstanding securities, or equity interests entitled to vote generally in the election of the board of directors (or comparable governing body if the party is not a corporation); or (ii) the sale, lease, exchange, or disposition of 50% or more of all of a party's consolidated assets.

**"Claims"** has the meaning set forth in Section 11.4 of the Terms and Conditions.

**"Confidential Information"** has the meaning set forth in Section 7.1 of the Terms and Conditions.

**"Controller"** means an entity determining the purpose and means of processing of End User Data.

**"Customer"** has the meaning set forth in Section 1.1 of the Terms and Conditions.

**"Data Protection Laws"** means any applicable law, regulation, rule or other mandatory legal obligation which regulates the Processing of Personal Information or that otherwise relates to data protection, data security or Security Event notification obligations for Personal Information, including (without limitation and only as applicable between the Parties) the U.S. Gramm-Leach-Bliley Act (GLBA); the GDPR; the UK GDPR; Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; the California Consumer Privacy Act (CCPA) as amended, superseded or updated from time to time and similar law.

**"Data Protection Audit Report"** has the meaning set forth in Section 12.1 of *Schedule A*.

**"Destroy"** means to delete or destroy information using data destruction procedures that meet or exceed the NIST Special Publication 800-88 Guidelines for Media Sanitization.

**"Disclosing Party"** has the meaning set forth in Section 7.1 of the Terms and Conditions.

**"Dispute"** has the meaning set forth in Section 18.2 of the Terms and Conditions.

**"Documentation"** means the technical descriptions and manuals concerning the use of the Services provided by Tink to Customer.

**"End User"** means legal entities or persons that consume services that are based on the Services; an End User must authorize Tink to access information on End User's behalf.

**"End User Data"** means End User's login, password, transaction data, account number, any other authentication information required by Tink or End User's financial institution, and any other data, in each case received through the Services. For avoidance of doubt, End User Data includes Personal Information.

**"End User Request"** means any request by an individual (or by another person acting on behalf of an individual), including End Users (as defined in the Agreement), to exercise a right under any Data Protection Laws, or any other complaint or inquiry or similar communication about the use of services that are based on the Services.

**"FCRA"** has the meaning set forth in Section 4.2(e) of *Schedule A*.

**"Feedback"** has the meaning set forth in Section 8.4 of the Terms and Conditions.

**"Fee Dispute Notice"** has the meaning set forth in Section 9.3 of the Terms and Conditions.

**"Info Sec Audit Report"** has the meaning set forth in Section 13.1 of *Schedule A*.

**"IP Claim"** has the meaning set forth in Section 11.3 of the Terms and Conditions.

**"Marks"** means the trademarks, marks, logos, trade names, and service marks owned or licensed by a Party.

**"Notice"** means a notice sent in accordance with the provisions in Section 15 of the Terms and Conditions.

**"Offerings"** has the meaning set forth in Section 10.2 of the Terms and Conditions.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder.

**"Party"** means Customer or Tink individually, and **"Parties"** refers to Customer and Tink jointly.

**"Personal Data", "Personal Information", or "PI"** means any End User Data that is protected as "personal data", "personally identifiable information" or "personal information" under Data Protection Laws, including any and all information that (alone or when used in combination with other information) is capable of being associated with, or could reasonably be associated with, an individual.

**"Personnel"** means a Party's employees, agents, consultants, contractors, and subcontractors, together with the personnel of any of the foregoing.

**"Process" or "Processing"** means any operation or set of operations that is performed upon End User Data or on sets of End User Data, whether or not by automated means, such as collection, recording, structuring, storage, alteration, accessing, consultation, use, copying, disclosure, combination, de-identification, redaction, erasure or destruction. ("Process", "Processes" and "Processed" are construed accordingly.)

**"Information Security Documentation"** means the security documentation attached hereto as *Appendix 1* and which may be updated from time to time by Tink.

**"Processor"** means an entity Processing End User Data on behalf of a Controller.

**"Products"** means the products specified in the Order Form (if any) or as otherwise made available in the Services.

**"Receiving Party"** has the meaning set forth in Section 7.1 of the Terms and Conditions.

**"Schedules"** has the meaning set forth in Section 1.2 of the Terms and Conditions.

**"SDK"** means any software development kit provided by Tink to Customer to assist Customer in implementing or consuming the Services.

**"Security Event"** means any actual or reasonably suspected unauthorized access to, or unauthorized disclosure, destruction, or alteration of End User Data, or of Confidential Information of one Party held by the other or its third-party service providers that Process End User Data, including Personal Information and any non-public Documentation.

**"Services"** means the provision of products and services to Customer that are ordered under an Order Form as may be provided by Tink or Tink Service Providers, excluding Third-Party Services.

**"Site"** means <https://www.tink.com> and its subdomains or such other webpage as Tink may designate from time to time.

**"SLA"** means the service levels set out in the applicable Service Level Agreement.

**"Taxes"** has the meaning set forth in Section 9.5 of the Terms and Conditions.

**"Term"** has the meaning set forth in Section 14.1 of the Terms and Conditions.

**"Third-Party Service(s)"** means third-party services, software, products, platforms, and other offerings that are not incorporated into the Services but that interoperate with the Services and are provided by a third party.

**"Third-Party Data Provider(s)"** means any third-party entity, including financial institutions, which provides End User Data or other data to Tink or Tink Service Provider for use in the Services.

**"Tink's Privacy Policy"** means Tink's privacy policies describing Tink's processing of End User Data and Personal Information, as amended from time to time.

**"TinkLink"** means the technical interface through which End Users interact with Tink (e.g., an iframe or equivalent).

**"Tink Service Provider"** means any third-party entity which provides End User Data or other data to Tink for use in the Services pursuant to a contractual arrangement.

**"U.S. State Privacy Laws"** has the meaning set forth in the US State Privacy Laws Exhibit in *Schedule A*.