

NECTRAPAY

Terms and Conditions of Service

B2B Digital Asset Payment Processing Platform

Regulated by Please insert your Jurisdiction if regulated if not right in process.

Effective Date: March 30, 2026 | Version 1.0

XX Licensed	B2B – UHNWI Only	Stablecoin-Native	(??) Governed
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IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE NECTRAPAY PLATFORM. BY ONBOARDING AS A MERCHANT CLIENT OR ACCESSING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY.

SECTION A — BACKGROUND INFORMATION

A.1 About NectraPay

NectraPay is a business-to-business ("B2B") digital asset payment processing platform operated by NectraPay Exchange Solutions FZCO, a company incorporated in () NectraPay is licensed and regulated by the Virtual Assets Regulatory Authority (xxx) under the applicable Virtual Assets and Related Activities Regulations. NectraPay is part of NECRRA HOLDINGS (add Country of incorporation)

NectraPay's services are designed exclusively for merchants, institutional clients, UHWNI and corporate entities. NectraPay does not provide services to retail consumers or natural persons acting in a non-commercial capacity.

A.2 Infrastructure Partners

NectraPay delivers its services through a suite of regulated, institutionally-grade infrastructure partners:

(a) Fireblocks Ltd ("Fireblocks"): Institutional digital asset custody platform providing multi-party computation (MPC) wallet infrastructure, policy-engine-controlled transaction signing, and secure key management. Fireblocks is used exclusively for the safeguarding and transfer of Supported Digital Assets on behalf of Merchant Clients.

(b) Rails Technology Inc. / Rails.com ("Rails"): Cross-border settlement infrastructure leveraging Ripple's XRP Ledger (XRPL) and RippleNet rails for near-instant, low-cost international fiat and stablecoin settlement. Rails provides the payment corridor infrastructure underpinning NectraPay's cross-border settlement capability.

(c) Fuze Finance Inc. ("Fuze"): Digital asset and stablecoin infrastructure provider operating in the UAE, providing on-ramp and off-ramp services, liquidity, and multi-currency digital account capabilities that enable NectraPay to offer multi-currency settlement to its Merchant Clients.

NectraPay remains solely responsible to Merchant Clients for the performance of the Platform, including any acts or omissions of its Infrastructure Partners, to the extent provided in these Terms.

A.3 Regulatory Status

NectraPay holds a licence issued by XXXX, XXXXX. All services offered under these Terms are provided in accordance with the XXXX Regulations, including the Virtual Assets and Related Activities Regulations 2023 and any supplementary rulebooks, guidance, or directives issued by XXXX from time to time. NectraPay's XXXX licence details, including the licence number and issuance date, are published on the Platform's website at www.nectrapay.com

SECTION B — ACCEPTANCE OF AGREEMENT

By completing the NectraPay onboarding process, executing a Service Schedule, or accessing the Platform, the Merchant Client irrevocably agrees to be bound by these Terms and Conditions in their entirety.

B.1 Conditions Precedent to Activation

The Agreement between NectraPay and a Merchant Client becomes effective only upon satisfaction of all of the following conditions:

- Successful completion of NectraPay's KYB/AML/CFT onboarding and due diligence process;
- Execution of a Service Schedule setting out applicable Fees, transaction limits, and service scope;
- Receipt of written confirmation from NectraPay that the Merchant Client's account has been activated;
- Confirmation that the Merchant Client is not a Prohibited Person or Prohibited Entity as defined herein.

B.2 Amendments

NectraPay reserves the right to amend these Terms at any time. Where an amendment is materially adverse to the Merchant Client, NectraPay will provide no less than thirty (30) calendar days' prior written notice. Continued use of the Platform following the effective date of any amendment constitutes acceptance of the updated Terms. If the Merchant Client does not accept a material amendment, it may terminate this Agreement on notice prior to the effective date of such amendment.

SECTION C — DEFINITIONS

In these Terms, unless the context otherwise requires, the following terms have the meanings set out below:

"Account" means the business account opened by NectraPay in the Merchant Client's name on the Platform, comprising one or more Digital Asset Wallets and Fiat Wallets.

"AML/CFT" means anti-money laundering and countering the financing of terrorism, as governed by the applicable UAE Federal Decree-Laws, VARA Regulations, and the standards of the Financial Action Task Force (FATF).

"API" means the application programming interface made available by NectraPay to enable the Merchant Client's systems to connect programmatically to the Platform.

"Authorised User" means a natural person designated by the Merchant Client to access and operate the Platform on the Merchant Client's behalf.

"Business Day" means any day other than Friday, Saturday, or a UAE public holiday on which banks in the Emirate of Dubai are generally open for business.

"Confidential Information" means any non-public information of a confidential or commercially sensitive nature disclosed by one party to the other in connection with this Agreement, including (without limitation) pricing, technical specifications, and client data.

"Digital Asset Wallet" means a hosted custodial wallet on the Platform, operated via Fireblocks' MPC infrastructure, used to store, receive, and send Supported Digital Assets.

"End-User" means any third party (including the Merchant Client's own customers or counterparties) who interacts with or submits payments through the NectraPay Platform or payment links.

"Fiat Wallet" means a multi-currency digital account on the Platform representing available fiat-denominated balances held by NectraPay or its banking and liquidity partners on behalf of the Merchant Client.

"Fees" means all fees, charges, spreads, and commissions payable by the Merchant Client to NectraPay as set out in the applicable Service Schedule.

"Fireblocks" means Fireblocks Ltd, the institutional digital asset custody and transfer infrastructure provider engaged by NectraPay. Fireblocks' MPC-based wallets are used for all custody of Supported Digital Assets held on behalf of Merchant Clients.

"Fuze" means Fuze Finance Inc., the digital asset infrastructure and liquidity provider engaged by NectraPay to facilitate multi-currency settlement, stablecoin liquidity, and fiat on/off-ramp services.

"XXX" means the Virtual Assets Regulatory Authority of XYXX, established pursuant to Dubai Law No. 4 of 2022.

"XX Regulations" means the Virtual Assets and Related Activities Regulations 2023 and all supplementary rulebooks, guidance, directives, and notices issued by XXXX from time to time.

"Intellectual Property Rights" means all patents, trademarks, service marks, trade names, domain names, copyrights, database rights, design rights, know-how, trade secrets, and any other intellectual or industrial property rights, whether registered or unregistered, anywhere in the world.

"KYB" means know-your-business due diligence procedures applied to corporate entities and their beneficial owners, directors, and authorised signatories, as required by VARA Regulations and UAE AML law.

"Merchant Client" means a corporate entity or institutional client that has been accepted by NectraPay following successful KYB onboarding and is entitled to receive the Services under these Terms.

"Payment Link" means a unique URL or QR code generated via the Platform that enables an End-User to submit a payment in Supported Digital Assets to the Merchant Client.

"Platform" means the NectraPay digital payment processing platform, accessible via www.nectrapay.com including all subdomains, APIs, dashboards, and mobile interfaces operated by NectraPay.

"Prohibited Person or Entity" means any individual or entity defined as such in Section F of these Terms.

"Rails / Rails.com" means Rails Technology Inc., the cross-border settlement infrastructure provider engaged by NectraPay to facilitate near-real-time international settlement via Ripple rails and the XRP Ledger.

"Settlement" means the process by which funds or Supported Digital Assets, net of applicable Fees, are credited to the Merchant Client's designated account or wallet following a completed payment transaction.

"Service Schedule" means a written schedule executed between NectraPay and the Merchant Client setting out the specific services, pricing tier, transaction limits, settlement currency, and other commercial terms applicable to that Merchant Client.

"Supported Digital Assets" means the digital assets currently supported by the Platform for payment processing, which at the date of these Terms include Tether USD (USDT) on the Ethereum and TRON networks, and USD Coin (USDC) on the Ethereum and Solana networks. NectraPay may add or remove Supported Digital Assets with reasonable notice.

"Transaction" means any single payment instruction submitted through the Platform, including merchant payments received from End-Users, internal transfers, and settlement instructions.

"UAE" means the United Arab Emirates.

SECTION D — PLATFORM SERVICES

D.1 Core Services

Subject to these Terms, NectraPay provides the following services to Merchant Clients through the Platform:

D.1.1 Stablecoin Payment Acceptance

NectraPay enables Merchant Clients to accept payments denominated in Supported Digital Assets (USDT and USDC) from their End-Users. The Platform generates unique Payment Links and hosted checkout interfaces that End-Users can use to submit payments. Upon receipt and on-chain confirmation, the corresponding amount is credited to the Merchant Client's Digital Asset Wallet and convert it directly into the FIAT currency of their choice.

D.1.2 Multi-Currency Fiat Settlement

NectraPay enables Merchant Clients to convert received Supported Digital Assets into fiat currency and settle the proceeds to a designated bank account. Settlement is facilitated through Fuze's liquidity infrastructure and, for cross-border corridors, through the Rails/Ripple settlement network. NectraPay supports settlement in AED, USD, EUR, GBP, and such other currencies as may be specified in the applicable Service Schedule.

D.1.3 Custody & Wallet Infrastructure

All Supported Digital Assets received on behalf of Merchant Clients are held in segregated custodial wallets operated via Fireblocks' multi-party computation (MPC) infrastructure. Fireblocks provides institutional-grade key management, policy controls, and transaction signing. NectraPay retains operational control over custody through Fireblocks' policy engine.

All digital assets held on behalf of Merchant Clients remain the property of the Merchant Client at all times, except where a transfer of ownership is expressly contemplated by a specific transaction authorised by the Merchant Client. NectraPay does not commingle Merchant Client assets with its own proprietary assets.

D.1.4 API Integration

NectraPay provides a REST API enabling Merchant Clients to integrate payment processing functionality directly into their own systems, platforms, and workflows. API access is subject to the API documentation published on the Platform and any additional API-specific terms communicated to the Merchant Client.

D.1.5 Transaction Reporting & Dashboard

Merchant Clients have continuous access to a real-time dashboard providing transaction history, settlement reports, wallet balances, and fee statements. Merchant Clients are responsible for regularly reviewing their transaction history and notifying NectraPay within fourteen (14) calendar days of becoming aware of any discrepancy or suspected error.

D.1.6 FX Conversion

Where a Merchant Client elects to receive settlement in a fiat currency different from the denomination of the received Supported Digital Asset, NectraPay will not apply a foreign exchange (FX) conversion at the prevailing market rate plus a spread as specified in the applicable Service Schedule. NectraPay uses Fuze and Rails as its primary liquidity and conversion infrastructure provider for FX services.

D.2 Service Availability

NectraPay will use commercially reasonable efforts to maintain Platform availability on a 24/7 basis. However, the Platform may be temporarily unavailable due to scheduled maintenance, emergency repairs, force majeure events, regulatory directives, or events outside NectraPay's reasonable control. NectraPay will endeavour to provide advance notice of scheduled maintenance where practicable.

D.3 Service Limitations

NectraPay does not provide: (a) services to retail consumers or natural persons acting in a non-commercial capacity; (b) investment advice, portfolio management, or any form of financial advisory service; (c) services to persons or entities resident, domiciled, or incorporated in Prohibited Jurisdictions as defined herein; or (d) any service requiring a licence or authorisation not held by NectraPay as at the date of the relevant transaction.

SECTION E — ONBOARDING, ELIGIBILITY AND ACCOUNT MANAGEMENT

E.1 Eligibility Requirements

Access to the Platform is restricted to corporate entities and institutional clients that satisfy all of the following criteria at the time of application and on a continuing basis throughout the term:

- The Merchant Client is a duly incorporated legal entity in good standing in its jurisdiction of incorporation;
- The Merchant Client is not a Prohibited Person or Entity as defined in Section F;
- The Merchant Client is not resident, domiciled, or incorporated in a Prohibited Jurisdiction;
- The Merchant Client's proposed use of the Platform is compliant with applicable laws in its jurisdiction of operation;
- The Merchant Client has obtained all necessary licences, permits, and authorisations required in its jurisdiction to operate its business and to receive digital asset payment processing services;
- The Merchant Client has designated at least one Authorised User with appropriate authority to bind the entity.

E.2 KYB Onboarding Process

All Merchant Clients must successfully complete NectraPay's KYB process prior to account activation. The KYB process includes, at minimum:

- Provision of corporate registration documents, certificate of incorporation, and constitutional documents;
- Identification and verification of all Ultimate Beneficial Owners (UBOs) holding 25% or more of the entity's equity or voting rights;
- Identification and verification of all directors and authorised signatories;
- Provision of a description of the Merchant Client's business activities, revenue model, and anticipated transaction volumes;
- Completion of AML/CFT risk screening against applicable sanctions lists, PEP databases, and adverse media sources;
- Provision of source of funds and source of wealth documentation as requested by NectraPay's compliance team;
- Any additional documentation or information requested by NectraPay in its sole discretion.

NectraPay may engage third-party KYB service providers to facilitate due diligence checks. NectraPay reserves the right to decline any application without providing reasons. The KYB obligation is ongoing; Merchant Clients must promptly notify NectraPay of any material changes to the information provided during onboarding.

E.3 Account Management

Each Merchant Client may operate one Account on the Platform, unless NectraPay has expressly authorised in writing the opening of additional accounts. The Merchant Client is solely responsible for maintaining the confidentiality and security of all access credentials, API keys, and authentication tokens. The Merchant Client must ensure that only Authorised Users access the Platform and that each Authorised User complies with these Terms as if they were the Merchant Client itself.

E.4 Periodic Review

NectraPay reserves the right to conduct periodic KYB reviews and re-verification of Merchant Client information. Merchant Clients must cooperate fully with any such review and provide updated documentation within the timeframe specified by NectraPay. Failure to cooperate may result in suspension or termination of the Account.

SECTION F — PROHIBITED PERSONS, ENTITIES AND JURISDICTIONS

F.1 Prohibited Persons and Entities

NectraPay will not open, maintain, or continue to service an Account for any Merchant Client that is, or whose UBOs, directors, or controlling persons include, any of the following (each a "Prohibited Person or Entity"):

- Any individual or entity that fails to satisfy NectraPay's KYB, AML, or CFT requirements;
- Any person or entity listed on or subject to the UAE Cabinet Decision on Terrorism Designations, the United Nations Security Council Consolidated Sanctions List, the OFAC

Specially Designated Nationals and Blocked Persons List, the EU Consolidated Sanctions List, or any other applicable sanctions list;

- Any entity that is resident, domiciled, or incorporated in a Prohibited Jurisdiction (defined in F.2 below);
- Any individual who qualifies as a Politically Exposed Person (PEP), unless their PEP status has been disclosed in writing to NectraPay prior to onboarding and NectraPay has expressly accepted the relationship in writing;
- Any entity operating in high-risk industries including but not limited to: unlicensed financial services, anonymous coin exchanges, darknet marketplaces, gambling operators without appropriate licences, arms dealers, or entities involved in human trafficking;
- Any entity that NectraPay reasonably suspects of engaging in money laundering, terrorist financing, fraud, sanctions evasion, or other financial crime;
- Any natural person who is a US Person as defined under applicable US law and regulation, unless otherwise expressly authorised.

F.2 Prohibited Jurisdictions

NectraPay does not provide services to entities domiciled, incorporated, or operating primarily in the following jurisdictions (the "Prohibited Jurisdictions"), which are subject to comprehensive international sanctions, FATF blacklisting, or UAE regulatory prohibition:

- Democratic People's Republic of Korea (North Korea)
- Islamic Republic of Iran
- Syrian Arab Republic
- Republic of Cuba
- Myanmar (Burma)
- Russia and Belarus
- Crimea, Donetsk People's Republic, and Luhansk People's Republic regions
- Afghanistan
- Such other jurisdictions as NectraPay may designate from time to time in accordance with updated VARA guidance, UAE Cabinet Decisions, or UN Security Council Resolutions.

This list is subject to update without prior notice. Merchant Clients are responsible for monitoring their own compliance with applicable sanctions and trade restrictions.

SECTION G — TRANSACTION PROCESSING AND SETTLEMENT

G.1 Transaction Acceptance

Upon submission of a payment instruction by an End-User, NectraPay will initiate the transaction process. NectraPay does not guarantee the acceptance, processing, or settlement of any transaction. Transactions may be declined, delayed, or reversed where: (a) the transaction exceeds applicable limits; (b) NectraPay suspects AML/CFT risk; (c) the sender's wallet address fails blockchain analytics

screening; (d) the transaction involves an unsupported network or asset; or (e) NectraPay is directed to take action by a Regulatory Authority.

G.2 Blockchain Analytics and Transaction Monitoring

All on-chain transactions are subject to real-time blockchain analytics screening. NectraPay employs institutional-grade blockchain analytics tools to assess the risk profile of incoming and outgoing transactions. Transactions originating from or destined for wallets associated with sanctioned entities, illicit activity, or high-risk counterparties may be blocked, flagged for enhanced review, or reported to the relevant authorities as required by law. The Merchant Client acknowledges that transaction monitoring is a regulatory obligation of NectraPay and not discretionary.

G.3 Custody via Fireblocks

All Supported Digital Assets received on behalf of Merchant Clients are held in MPC wallets managed through Fireblocks. NectraPay operates Fireblocks in a "full custody" model, meaning NectraPay controls the policy engine and transaction signing workflow. Key management is distributed across Fireblocks' infrastructure, eliminating single points of failure. NectraPay does not hold private keys in its own infrastructure. In the event of a Fireblocks service interruption, NectraPay will use commercially reasonable efforts to mitigate the impact and provide the Merchant Client with updates as soon as practicable.

G.4 Settlement via Rails/Ripple

For cross-border fiat settlements, NectraPay utilises the Rails.com settlement network, which operates on Ripple's payment rails and the XRP Ledger. Settlement timeframes are dependent on the destination currency corridor and banking partner processing times. Indicative settlement times by corridor will be communicated in the applicable Service Schedule. NectraPay does not guarantee any specific settlement timeframe and is not liable for delays caused by correspondent banking relationships, banking system outages, public holidays, or Ripple/XRPL network conditions outside its control.

G.5 FX Conversion via Fuze

Where FX conversion is required for settlement, NectraPay uses Fuze's liquidity infrastructure to execute conversions. Exchange rates are determined at the time of conversion instruction. NectraPay does not provide any guarantee of a specific exchange rate beyond what has been confirmed in writing at the time of a specific transaction. NectraPay bears all FX risk associated with the timing of conversion instructions.

G.6 Transaction Finality

Transactions confirmed on the applicable blockchain network are final and irreversible. NectraPay has no ability to reverse or recall a transaction once it has achieved the required number of on-chain confirmations as specified in Nectrapay operational procedures. The Merchant Client is solely responsible for verifying payment details before instructing or accepting any transaction. Nectrapay is not liable for losses arising from payments made to incorrect wallet addresses.

G.7 Transaction Limits

Transaction limits applicable to each Merchant Client are set out in the applicable Service Schedule. NectraPay reserves the right to modify transaction limits at any time, in its sole discretion, subject to providing reasonable advance notice where operationally practicable. Requests by Merchant Clients to increase transaction limits will be subject to enhanced KYB review and compliance assessment.

G.8 Transaction Errors

NectraPay reserves the right to correct manifest errors in transaction records. Where a transaction has been executed in error, NectraPay may reverse, void, or adjust the transaction to reflect the correct commercial intent, subject to the constraints of blockchain finality as described in G.6 above. The Merchant Client must notify NectraPay of any suspected error within fourteen (14) calendar days of the date on which the relevant transaction record was made available.

SECTION H — FEES AND PAYMENT TERMS

H.1 Fee Structure

The Fees applicable to the Merchant Client's use of the Platform are set out in the applicable Service Schedule. NectraPay's fee structure comprises: (a) a transaction processing fee applied as a percentage of the value of each processed transaction; (b) any additional fees for optional services, enhanced limits, or non-standard settlement arrangements as agreed in writing.

H.2 Fee Deduction

NectraPay will deduct applicable Fees directly from the proceeds of each transaction at the time of processing, prior to crediting the net amount to the Merchant Client's Account. The Merchant Client acknowledges that the net settlement amount will reflect the transaction value less applicable Fees and any applicable network or gas costs.

H.3 Network Costs

On-chain network fees (including Ethereum gas fees, TRON network fees, SOL network fees and Ripple transaction costs) are passed through to the Merchant Client and are in addition to NectraPay's processing Fees. Network costs are variable and reflect prevailing blockchain network conditions at the time of the transaction.

H.4 Fee Changes

NectraPay reserves the right to adjust its Fees by providing thirty (30) calendar days' written notice to the Merchant Client. Any adjustment to Fees takes effect at the start of the next billing period following the notice period.

H.5 Taxes

Each party is solely responsible for determining and satisfying its own tax obligations arising from the receipt of services or income under these Terms. NectraPay will issue transaction statements and fee invoices sufficient to enable the Merchant Client to meet its tax reporting obligations. NectraPay does not provide tax advice.

H.6 Disputed Charges

In the event the Merchant Client disputes any Fee or charge, it must notify NectraPay in writing within fourteen (14) calendar days of the date of the relevant fee statement. Disputes notified after this period will not be considered unless NectraPay determines, in its sole discretion, that there are exceptional circumstances.

SECTION I — AML/CFT COMPLIANCE AND REGULATORY OBLIGATIONS

I.1 NectraPay's Compliance Obligations

As a VARA-licensed virtual asset service provider, NectraPay operates a comprehensive AML/CFT compliance programme in accordance with: (a) UAE Federal Decree-Law No. 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism; (b) UAE Cabinet Decision No. 10 of 2019 and its amendments; (c) the VARA Regulations; and (d) FATF Recommendations as adopted in the UAE. NectraPay has appointed a Money Laundering Reporting Officer (MLRO) and maintains a dedicated compliance function.

I.2 Merchant Client Compliance Obligations

The Merchant Client is independently responsible for maintaining its own AML/CFT compliance programme appropriate to its business activities and jurisdiction of operation. The Merchant Client agrees to:

- Conduct its own KYC/KYB/AML checks on its End-Users and counterparties and maintain records of such checks;
- Not knowingly submit transactions on behalf of Prohibited Persons, Entities, or entities in Prohibited Jurisdictions;
- Promptly notify NectraPay if it becomes aware of any suspicious activity involving the Platform;
- Cooperate fully with any compliance investigation or information request from NectraPay, VARA, or any competent law enforcement authority;
- Retain all transaction records and due diligence documentation for no less than five (5) years or such longer period as required by applicable law;
- Promptly notify NectraPay of any material changes to its business activities, beneficial ownership, or risk profile.

I.3 VARA Travel Rule

Where applicable, all Transactions on the Platform are subject to the FATF Travel Rule as implemented under the VARA Regulations. NectraPay implements Travel Rule procedures requiring the transmission of originator and beneficiary information for virtual asset transfers above applicable thresholds. The Merchant Client is responsible for ensuring that its own systems and processes are capable of receiving and transmitting Travel Rule information as required.

I.4 Suspicious Activity Reporting

NectraPay may be required by law to file suspicious activity reports (SARs) or other regulatory reports in connection with transactions on the Platform without notifying the Merchant Client. The Merchant Client acknowledges that NectraPay cannot disclose the existence of any such report or investigation

("tipping-off" prohibition). NectraPay is not liable for any loss suffered by the Merchant Client as a direct result of NectraPay's compliance with its regulatory reporting obligations.

I.5 Sanctions Compliance

NectraPay screens all transactions, wallet addresses, and counterparty identifiers against applicable sanctions lists on a real-time basis. The Merchant Client must not use the Platform to process, facilitate, or enable payments involving sanctioned entities, jurisdictions, or activities. Breach of this obligation may result in immediate suspension, Account termination, and mandatory reporting to the relevant authorities.

SECTION J — SECURITY RESPONSIBILITIES

J.1 NectraPay Security Measures

NectraPay implements institutional-grade security measures including: (a) MPC-based key management via Fireblocks, eliminating single private key exposure; (b) policy-engine-controlled transaction signing with customisable approval workflows; (c) encrypted data transmission and storage; (d) multi-factor authentication for Platform access; (e) real-time transaction monitoring and anomaly detection; and (f) periodic penetration testing and security audits.

J.2 Merchant Client Security Obligations

The Merchant Client is solely responsible for:

- Maintaining the confidentiality of all access credentials, API keys, and authentication tokens;
- Implementing multi-factor authentication for all Authorised Users;
- Using up-to-date antivirus, anti-malware, and endpoint security software on all devices used to access the Platform;
- Immediately notifying NectraPay upon becoming aware of any actual or suspected unauthorised access, credential compromise, or security breach;
- Locking or disabling the Account immediately using the Platform's account security controls if a breach is suspected;
- Maintaining a complete and current record of all Authorised Users and their access permissions.

J.3 Incident Response

In the event of a security incident affecting the Platform or the Merchant Client's access to the Platform, each party will: (a) promptly notify the other upon becoming aware of the incident; (b) cooperate in good faith in investigating, containing, and mitigating the incident; and (c) take all reasonable steps to prevent recurrence. NectraPay will comply with applicable UAE data breach notification obligations.

J.4 Limitation of Liability for Security Events

NectraPay is not liable for any loss or damage suffered by the Merchant Client arising from: (a) the compromise of the Merchant Client's own credentials or systems; (b) phishing attacks targeting the Merchant Client's personnel; or (c) any security breach attributable to the Merchant Client's failure to

implement the security measures specified in J.2, unless such loss is directly caused by NectraPay's gross negligence, fraud, or wilful misconduct.

SECTION K — DATA PROTECTION AND PRIVACY

K.1 Applicable Data Protection Law

Processing of personal data by NectraPay in connection with these Terms is governed by: (a) UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL); (b) the VARA Regulations insofar as they relate to data handling obligations of virtual asset service providers; and (c) any other applicable privacy laws in the jurisdictions in which the Merchant Client operates, to the extent that such laws apply to NectraPay's processing activities.

K.2 NectraPay as Data Controller

NectraPay acts as a data controller in respect of personal data collected during the onboarding process and through the operation of the Platform. NectraPay's Privacy Policy, published on www.nectrapay.co, sets out how NectraPay collects, uses, shares, and retains personal data and the rights of data subjects.

K.3 Merchant Client Data Responsibilities

The Merchant Client is independently responsible for ensuring that it has a lawful basis to share personal data of its End-Users and employees with NectraPay for the purposes of KYB, AML screening, and transaction processing. The Merchant Client must maintain its own privacy policy and data processing agreements with its End-Users as required by applicable law.

K.4 Data Sharing with Regulatory Authorities

NectraPay may be required to disclose personal data and account information to VARA, the UAE Financial Intelligence Unit (AMLSCU), law enforcement authorities, or other competent regulatory bodies in compliance with applicable law. The Merchant Client acknowledges and consents to such disclosures.

K.5 Data Retention

NectraPay retains all KYB documentation, transaction records, and related data for a minimum period of five (5) years from the date of the relevant transaction or the termination of the Merchant Client's Account, whichever is later, in accordance with VARA Regulations and UAE AML law.

SECTION L — INTELLECTUAL PROPERTY

L.1 NectraPay IP

All Intellectual Property Rights in the Platform, including the software, APIs, dashboards, branding, trade marks, and underlying technology infrastructure (including the integration with Fireblocks, Rails, and Fuze) are owned by or licensed to NectraPay. No rights in NectraPay's Intellectual Property are transferred to the Merchant Client under these Terms.

L.2 Licence Grant

NectraPay grants the Merchant Client a non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the purpose of receiving the Services in accordance with these Terms. This licence does not permit the Merchant Client to: (a) reverse engineer, decompile, or disassemble any part of the Platform; (b) sub-licence access to the Platform to any third party without NectraPay's prior written consent; (c) use NectraPay's trade marks or branding without prior written approval; or (d) use the Platform for any purpose other than the receipt of Services.

L.3 Merchant Client Data

The Merchant Client grants NectraPay a non-exclusive, royalty-free licence to process the Merchant Client's data solely to the extent necessary to provide the Services and comply with NectraPay's legal obligations.

SECTION M — LIABILITY, WARRANTIES AND DISCLAIMERS

M.1 Unlimited Liability

Nothing in these Terms excludes or limits either party's liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; (c) any other liability that cannot be excluded or limited by applicable UAE law.

M.2 Exclusion of Consequential Loss

Subject to M.1, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, loss of revenue, loss of data, loss of business opportunity, or loss of goodwill, whether arising in contract, tort, or otherwise, even if advised of the possibility of such loss.

M.3 Cap on Liability

Subject to M.1, NectraPay's total aggregate liability to the Merchant Client for all claims arising under or in connection with these Terms in any twelve (12) month period shall not exceed the total Fees paid by the Merchant Client to NectraPay in the twelve (12) months immediately preceding the event giving rise to the claim.

M.4 Digital Asset Volatility Disclaimer

NECTRAPAY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALUE, PRICE, LIQUIDITY, OR STABILITY OF ANY SUPPORTED DIGITAL ASSET. DIGITAL ASSETS ARE INHERENTLY VOLATILE. THE MERCHANT CLIENT ACCEPTS ALL RISKS ASSOCIATED WITH THE RECEIPT, HOLDING, AND CONVERSION OF DIGITAL ASSETS. NECTRAPAY IS NOT A FINANCIAL ADVISOR AND NOTHING ON THE PLATFORM CONSTITUTES INVESTMENT ADVICE.

M.5 Infrastructure Partner Disclaimer

NectraPay will use commercially reasonable efforts to ensure the availability and performance of Fireblocks, Rails, and Fuze. However, NectraPay is not liable for any loss or damage arising from service interruptions, technical failures, or errors attributable to these infrastructure partners, unless directly caused by NectraPay's failure to exercise reasonable care in managing those relationships.

M.6 No Deposit Protection

Digital assets held in Fireblocks-operated wallets on behalf of Merchant Clients are not covered by any government-backed deposit protection scheme or insurance scheme, except to the extent that NectraPay has separately arranged and disclosed institutional custodial insurance coverage.

M.7 Platform Provided "As Is"

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NECTRAPAY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM HARMFUL COMPONENTS.

SECTION N — SUSPENSION, TERMINATION AND REMEDIES

N.1 Suspension by NectraPay

NectraPay may suspend access to the Platform or any part of the Services, with or without prior notice, in any of the following circumstances:

- The Merchant Client breaches any provision of these Terms;
- NectraPay reasonably suspects money laundering, sanctions evasion, fraud, or other financial crime involving the Merchant Client's Account;
- A Regulatory Authority, court, or law enforcement authority directs NectraPay to suspend the Merchant Client's Account;
- The Merchant Client's account has been identified as a Prohibited Person or Entity or as resident in a Prohibited Jurisdiction;
- The Merchant Client fails to provide requested KYB documentation within the required timeframe;
- NectraPay determines, in its reasonable judgement, that continued provision of Services poses legal, regulatory, or reputational risk to NectraPay;
- The Merchant Client's account balances fall below zero or there are outstanding unpaid Fee obligations.

N.2 Termination by Either Party

Either party may terminate this Agreement upon thirty (30) calendar days' written notice to the other party. NectraPay may terminate this Agreement with immediate effect upon written notice in the circumstances described in N.1 above or where the Merchant Client suffers an insolvency event.

N.3 Consequences of Termination

Upon termination: (a) all licences granted to the Merchant Client under these Terms will cease immediately; (b) the Merchant Client must immediately cease using the Platform; (c) NectraPay will, subject to applicable legal and regulatory obligations, return any Merchant Client assets held on the Platform to the Merchant Client's designated account following resolution of any outstanding Fee obligations; (d) both parties' confidentiality, liability, data protection, and dispute resolution obligations survive termination indefinitely or for such period as required by law.

N.4 Dormant Accounts

If the Merchant Client's Account remains inactive for a continuous period of twelve (12) months, NectraPay may designate the Account as dormant and apply a dormancy fee as specified in the Service Schedule. Assets in dormant accounts will be handled in accordance with applicable UAE unclaimed assets regulations.

SECTION O — GOVERNING LAW AND DISPUTE RESOLUTION

O.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Emirate of Dubai and, to the extent applicable, the federal laws of the United Arab Emirates.

O.2 Regulatory Supervision

Both parties acknowledge that NectraPay is subject to the supervisory jurisdiction of VARA. Where a dispute involves NectraPay's compliance with VARA Regulations, the parties agree to follow any applicable VARA dispute resolution processes and to cooperate with any VARA investigation or inquiry.

O.3 Dispute Resolution

In the event of a dispute arising out of or in connection with these Terms, the parties shall first attempt to resolve the dispute through good-faith negotiation between senior representatives of both parties within thirty (30) calendar days of written notice of the dispute. If the dispute is not resolved within that period, either party may refer the dispute to the DIFC Courts (Dubai International Financial Centre Courts), which shall have exclusive jurisdiction to hear and determine any such dispute, subject to VARA's supervisory jurisdiction.

O.4 Injunctive Relief

Nothing in this Section O prevents either party from seeking urgent injunctive or interlocutory relief from a competent court to protect its rights pending resolution of a dispute.

SECTION P — MISCELLANEOUS PROVISIONS

P.1 Entire Agreement

These Terms, together with any executed Service Schedule and NectraPay's Privacy Policy, constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, warranties, and understandings.

P.2 Assignment

The Merchant Client may not assign or transfer any of its rights or obligations under these Terms without NectraPay's prior written consent. NectraPay may assign this Agreement within the YAM Investments FZCO group or to any successor entity following a corporate restructuring, merger, or acquisition, provided that the assignee assumes all obligations under these Terms.

P.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a competent authority, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

P.4 No Waiver

Failure by either party to enforce any provision of these Terms on one or more occasions shall not constitute a waiver of that party's right to enforce that provision in future or any other provision of these Terms.

P.5 Force Majeure

Neither party shall be liable for failure or delay in performance of its obligations under these Terms (other than payment obligations) to the extent that such failure or delay is caused by events beyond the reasonable control of that party, including natural disasters, war, acts of terrorism, government actions, pandemics, or widespread Internet outages. The affected party must notify the other in writing as soon as reasonably practicable and use all commercially reasonable efforts to mitigate the effects of the force majeure event.

P.6 Notices

All notices and communications under these Terms must be in writing and delivered by email to the addresses designated during the onboarding process. Notices to NectraPay must be copied to NectraPay's compliance team at compliance@nectrapay.co. Notices shall be deemed effective upon receipt of a delivery confirmation.

P.7 Relationship of the Parties

The parties are independent contractors. Nothing in these Terms creates any partnership, joint venture, agency, employment, or franchise relationship between NectraPay and the Merchant Client.

P.8 Anti-Bribery and Corruption

Both parties warrant that they comply with all applicable anti-bribery and anti-corruption laws, including the UAE Federal Decree-Law No. 31 of 2021 (Crimes and Penalties Law) and applicable OECD standards. Neither party shall offer, promise, give, request, or accept any financial or other advantage in connection with this Agreement that would constitute a bribery offence.

P.9 Confidentiality

Each party shall: (a) keep confidential all Confidential Information received from the other party; (b) use Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Terms; and (c) not disclose Confidential Information to any third party except as required by applicable law, a regulatory authority, or to professional advisers who are bound by equivalent confidentiality obligations. This obligation survives termination of these Terms for a period of five (5) years.

P.10 Audit Rights

NectraPay reserves the right, upon reasonable written notice, to conduct or commission an audit of the Merchant Client's compliance with these Terms, including its AML/CFT procedures and data protection practices, where NectraPay has reasonable grounds to believe the Merchant Client is in

breach. The Merchant Client shall cooperate fully with any such audit and shall not unreasonably withhold access to relevant records and personnel.

SECTION Q — RISK DISCLOSURE SCHEDULE

Q.1 Digital Asset Volatility Risk

The value of Supported Digital Assets, including USDT and USDC, may fluctuate materially in short periods due to market conditions, regulatory developments, technological changes, or broader macroeconomic factors. While stablecoins are designed to maintain a peg to a reference fiat currency, NectraPay makes no representation that any Supported Digital Asset will maintain its peg value and accepts no liability for loss arising from de-pegging events.

Q.2 Regulatory and Legal Risk

The regulatory environment for virtual assets and digital payment processing is evolving rapidly. Changes in applicable law, VARA Regulations, UAE government policy, or international sanctions regimes may adversely affect NectraPay's ability to provide the Services. NectraPay may be required to modify, restrict, or terminate certain Services without prior notice in response to regulatory developments.

Q.3 Custody and Infrastructure Risk

Digital assets held via Fireblocks are subject to the operational and technical risks inherent in blockchain infrastructure, including smart contract vulnerabilities, network congestion, protocol changes, and unforeseen technical failures. While NectraPay has implemented institutional-grade custody controls, no technology platform can be guaranteed to be entirely free from vulnerability.

Q.4 Settlement Risk

Cross-border settlements via Rails/Ripple rails are subject to correspondent banking risk, XRPL network conditions, and the operational availability of NectraPay's settlement partners. Settlement timeframes and availability of settlement corridors may change without prior notice.

Q.5 Transaction Irreversibility Risk

Blockchain transactions are generally irreversible once confirmed. The Merchant Client accepts full responsibility for verifying payment instructions and wallet addresses before submission. NectraPay cannot recover funds sent to incorrect blockchain addresses.

Q.6 Cybersecurity Risk

Digital assets and the systems that support them are targets for cyberattacks, hacking, and social engineering. Notwithstanding NectraPay's security measures, the Merchant Client is solely responsible for the security of its own systems, credentials, and personnel.

Q.7 Counterparty Risk

NectraPay's ability to deliver certain services depends on the continued availability and solvency of its Infrastructure Partners (Fireblocks, Rails, and Fuze). If any Infrastructure Partner ceases operations, NectraPay will use commercially reasonable efforts to source alternative infrastructure and notify Merchant Clients promptly.

SECTION R — ACCEPTANCE AND EXECUTION

By completing the NectraPay onboarding process or executing a Service Schedule, the Merchant Client confirms that it has read, understood, and agrees to be bound by these Terms and Conditions in their entirety.

FOR NECTRAPHY EXCHANGE SOLUTIONS FZCO	FOR THE MERCHANT CLIENT
Signature: _____ Name: _____ Title: _____ Date: _____	Signature: _____ Company Name: _____ Authorised Signatory: _____ Date: _____