

Business Introducer Agreement

Sciopay Limited ("Scio")

This Business Introducer Agreement is dated 12th February 2026 ("Effective Date").

This Business Introducer Agreement (the "Agreement") is entered into by and between, (1) Sciopay Limited, a company incorporated under the laws of England and Wales with a registered address at 128 City Road, London, United Kingdom, EC1V 2NX with registration number 12352935 and authorised and regulated by the Financial Conduct Authority (FRN:927951) ("Supplier") and (2) You, the company whose name we maintain a Business Introducer Agreement with; ("Introducer").

This Agreement forms a legal agreement between Scio and the Introducer.

Scio and the Introducer are collectively referred to as the "Parties" and are individually referred to as "Party".

Throughout the Agreement, the "Supplier" will also be referred to as "Scio", "We", "Our" and "Us" and the "Introducer" will be referred to as the "Introducer", "You" and "Your".

BACKGROUND

- The Supplier provides currency exchange and cross border payment services ("Services") to Customers.
- The Introducer has clients that may be interested in becoming Customers of Scio in order to use the Services.
- The Introducer is willing to introduce such clients to Scio in return for the payment of Introducer Commission, once they become Customers of Scio and use the Services, on the terms set out in this Agreement.
- The Introducer has no authority to bind Scio and it is entirely at Scio's discretion whether or not it will agree to provide Services to clients introduced to it by the Introducer.

The Introducer and Scio hereby agree as follows:

1. Definitions

The following definitions and rules of interpretation apply in this Agreement.

Affiliate means, with respect to a specified Party, a person (natural or artificial) that controls or is controlled by, or is under common control with, the specified Party. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

App Scam means an authorised push payment scam where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade another person into transferring funds from their account (such as the Account) to an account they do not control. App Scams only relate to payments made in the UK via Faster Payments or CHAPS.

Applicable Law means all laws, rules, regulations (including but not limited to consumer protection laws, privacy laws, data protection laws, anti-money laundering laws, guidance published by the Financial Conduct Authority, the Prudential Regulation Authority, the Payment Systems Regulator and other relevant regulatory body), guidance, industry codes of conduct, regulatory requirements, any form of secondary legislation, resolution, policy, guideline, case law of the relevant jurisdiction from time to time having the force of law and relevant to the provision, receipt or use of the, in each case that have jurisdiction or otherwise are applicable to the Parties, the applicable Services or to the subject matter of this Agreement. Without limitation, regarding the Service, Applicable Law includes the Payment Services Regulations 2009, the Financial Services and Markets Act 2000 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and their successor provisions.

Authorised User means, in relation to the Terms, a person the Customer authorises to give instructions to Scio on its behalf. For the avoidance of doubt when the Introducer acts as an Authorised User it acts on behalf of the Customer and does not act as an agent of Scio.

Beneficiary means the receiving party from a Transaction made by a Customer.

Best Industry Practice means all relevant practices and professional standards that would be expected of a well-managed skilled and experienced expert service provider carrying out obligations similar to the relevant obligations.

Business Days means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Introducer Conduct Policy is the document provided to Introducers to ensure Scio's values are implemented across the Service

Complaint means any expression of dissatisfaction, whether oral or written, and whether justified or not, from a Customer about the Services.

Confidential Information means: (a) this Agreement, and in respect of each Party, all information and data of whatever nature whether disclosed orally, in writing or by any other means which relates to a Party's (or any group companies) trade secrets, know-how, research, developments, technical and business information relating to products, methods and processes, suppliers, existing or potential customers and personnel whether designated as confidential information but which by its nature is confidential; (b) notes, reviews, analysis, and any other information derived from any of the information described in paragraph (a) above; and (c) information designated as confidential or commercially sensitive or which might reasonably be considered as such.

Contract means any one or more of the agreements between the Customer and Scio for the sale, purchase, and delivery of currency.

Customer means a business or individual introduced to Scio by an Introducer who wishes to use our Services.

Customer Information means any data or information of any Customer that is provided to or obtained by any Party in the performance of its obligations under this Agreement, including but not limited to, all lists of Customers, former Customers, and all information relating to and identified with such Customers, including but not limited to Transaction data, but excluding any data relating to persons that are collected or received independently of this Agreement, notwithstanding that such persons also may be Customers.

Data Controller means the natural or legal person who determines alone or jointly with others the purposes and means of the collection and use of personal data.

Data Processor means the natural or legal person who processes personal data on behalf of a Data Controller.

Force Majeure Event means the following to the extent that they are outside the affected Party's control: acts of God, fire, floods and natural disasters; acts of terrorism; strikes, lockouts and labour disputes (except in the case of your or any of your subcontractor's strike, lock-out, labour disputes or any industrial action by your or your subcontractor's employees); civil commotion, riots and acts of war.

Introducer Commission has the meaning given to it in the Schedule.

Losses means all losses, liabilities, fines, charges, damages, actions, costs and expenses, professional fees (including legal fees actually incurred) and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties.

Online System means the Scio electronic trading platform that provides the functionality and connectivity via a user interface/user portal on the Scio website.

Personal Data has the meaning given to it by the Privacy Regulations.

Privacy Regulations means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Use and Access Act 2025 (DUAA 2025); UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and any other relevant data protection or privacy laws or regulations in any jurisdiction which are applicable to the Services.

Process means to access, collect, store, manipulate, disclose, transfer, analyse, destroy, or use in any way data, or as otherwise defined in the applicable Privacy Regulations (and "Processes" and "Processing" will be construed accordingly).

Services means Scio's cross border payment and currency conversion services offered to Customers of the Introducer and as set out in the Terms.

Terms has the meaning given to it in clause 3.1.

Transaction means an instruction by a Customer to send funds using the Services and, where applicable, the execution of that instruction by us.

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2. Introduction of Business

2.1. The Role of the Introducer.

- a. The Introducer shall procure Customers for the Services. The Introducer shall (a) market the Services to prospective Customers as set forth in clause 3.2; (b) provide such support to Scio as may reasonably be required for it to carry out the identity verification of Customers as set out in clause 3.3; and (c) carry on other activities relating to the Services in accordance with the terms of this Agreement as set forth in clause 3.5, and as agreed between the Introducer, each Customer, and Scio; (d) not hold itself out as Scio's agent; and (e) not negotiate or conclude Terms with a Customer on behalf of Scio.
- b. The Introducer shall not under the terms of this Agreement carry on any activity that forms part of the money transmission and payment services carried out by Scio.
- c. Scio has the sole discretion to determine the suitability of each introduced Customer, and Scio is under no obligation to take on any prospective Customer or continue to provide the Services to a Customer the Introducer has introduced to Scio.
- d. The Introducer is an independent contractor, and all its activities are being performed on its own account. Scio shall have no liability or responsibility for the actions of the Introducer as set forth in clause 11.

3. Introducer Obligations

3.1. Terms of Use.

- a. The Introducer acknowledges that the terms and conditions of the Service offered by Scio to Customers are as set out in the Terms and Conditions ("Terms") found at <https://scio pay.co/legal/terms-and-conditions.html>. The Introducer may not revise, amend, or terminate the Terms.

3.2. Marketing.

- a. The Introducer will market and promote the Services in accordance with the Business Introducer Conduct Policy which is provided independently to the Introducer by Scio to ensure our values are implemented and that the Introducer is operating in a clear and fair manner with Customers. All marketing and promotional materials and disclosures related to the Services that are used by the Introducer to solicit Customers or that are provided by the Introducer to prospective Customers shall prominently identify Scio as the service provider and describe the Services as services of Scio. The Introducer shall not make any representations or promises regarding the Services that conflict with or modify the Terms.

- b. All advertising and promotional materials shall be subject to Scio's prior written approval. Notwithstanding such approval by us, the Introducer is solely responsible for ensuring that advertising and promotional materials are accurate and meet all requirements of Applicable Law.
- c. The Introducer shall modify advertising, promotional and other materials provided by the Introducer to prospective Customers upon notice from Scio to reflect, amongst other things, changes in Scio's marks, trademarks, and copyrights, including but not limited to the names and other distinctive marks or logos which identify Scio and changes to the Services.
- d. The Introducer shall at no time advertise or publicise any information or any material relating to Scio or its Affiliates without Scio's prior written consent.
- e. The Introducer acknowledges that while the Services are provided by Scio, Scio is reliant on third parties such as financial institutions and payments systems with whom Scio may share Customer data in order to provide the Services.

3.3. Customer Identity Verification Process.

- a. To assist in the fight against the funding of terrorism and money laundering activities, Applicable Law requires Scio to obtain, verify and record information that identifies each person to whom Scio provides them Services. Scio is required to perform customer due diligence procedures on all new Customers prior to providing the Services to them and to update such customer due diligence information on a periodic basis. Customer due diligence information includes, without limitation, the Customer's full name, registered office, principal place of business address, tax identification number, and details of the Customer's officers, shareholders, and beneficial owners (the "KYC/CDD Information").
- b. Scio requires all Customers who enter into Terms to provide KYC/CDD Information before they can enter into Contracts or carry out Transactions and the Introducer agrees to provide such support as may be required to obtain this from Customers if requested to do so by Scio. For the avoidance of doubt, such support may include obtaining information and documents from Customers but shall not include verifying such information or documents.

3.4. Use of the Online System.

- a. Scio owns all rights, title, and interest in and to the Online System and our proprietary technology, including our software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), network designs, know-how, and trade secrets, and including any modifications, improvements, and derivative work thereof (the "Scio Technology"). Scio has the right, at any time, to amend our operating procedures effective immediately. This Agreement does not transfer from us to you any license or ownership rights in the Online System or the Scio Technology. The Introducer shall not alter, remove, or make any unauthorized use of Scio's marks, trademarks and copyrights, including but not limited to the names and other distinctive marks or logos which identify Scio.
- b. For Scio to provide Services to Customers, Scio will grant the Introducer access to the Online System. The Introducer may use the Online System only for the provision of Services to Customers and in a manner consistent with this Agreement and the Terms and shall not interfere with, disrupt, or cause damage to users of the Services, the Online System or any of Scio's equipment.
- c. When accessing the Online System, it is the Introducer's responsibility to ensure that login details, password and other security features associated with the Introducer's access are safe and secure. If the Introducer has any knowledge or any suspicion that any of these security features have been stolen or misappropriated or used without authorisation or otherwise compromised, the Introducer must contact info@scio pay.co or +44 (0)203 992 7639 without delay.
- d. The Introducer shall notify Scio immediately if it has any knowledge or suspicion that a Customer is acting fraudulently or is involved in money laundering or terrorist financing by emailing info@scio pay.co or calling +44 (0)203 992 7639. If the Introducer has notified Scio under this clause 3.4.4 it shall not inform the Customer that it has done so as this would be a tipping off offence under anti-money laundering legislation.
- e. Scio may suspend access to the Online System and/or otherwise restrict functionality on reasonable grounds relating to: (a) the unauthorised or fraudulent or illegal or disruptive use by the Introducer of, or breach of security of, a Customer's account or the Online System; (b) a material breach by the Introducer of its obligations under this Agreement which is not remedied within 7 days of a prior written notice from us requesting that you do so; or (c) in order to comply with Applicable Law. Scio will notify the Introducer of any suspension or restriction and Scio's reasons for doing this (if possible, in advance) unless notifying the Introducer would be unlawful. Any suspension or restriction shall continue for such time as Scio shall reasonably determine to be necessary.
- f. The Introducer must provide and/or obtain any equipment or telecommunications lines and links that may be necessary for it to use the Online System, and the Introducer acknowledges that certain software and equipment used by it may not be capable of supporting certain features of the Online System.

3.5. Customer Service.

- a. The Introducer may be an Authorised User for an introduced Customer, if the Customer has requested this and Scio has agreed to this. If the Introducer is an Authorised User the Introducer shall (a) only act on the instructions of the Customer, (b) comply with the Terms; and (c) for the avoidance of doubt, not act on behalf of, or as an agent of, Scio when acting as an Authorised User of the Customer.
- b. By being an Authorised User, the Introducer agrees with the Customer to provide additional services to the Customer and/or perform functions on the Customer's behalf that are necessary or appropriate to support the use of the Service by the Customer in accordance with the Terms. These activities may include: (a) helping to operate a Customer's account on behalf of the Customer; (b) sending Transaction instructions or instructions to Scio relating to entering into Contracts on behalf of the Customer either through the Online System, via Business WhatsApp, by email or on the telephone; (c) receiving communications from Customers regarding the Services and sending them on behalf of the Customer to Scio to be actioned; and (d) sending communications to Customers in respect of the Services. By performing such actions, the Introducer will be acting as the Authorised User of the Customer and, for the avoidance of doubt, shall not be acting as an agent of Scio.

- c. If a Customer has any problems using the Services, it should contact either the Introducer or Scio Support, depending on the Introducer's express agreement with that Customer. Scio Support may be contacted at partners@sciopay.co.
- d. Where the Introducer has agreed with a Customer to be responsible for dealing with questions, changes to Beneficiary details, or Customer contact or other details from Customers, the Introducer must immediately contact Scio Support at partners@sciopay.co for issues relating to the Service. Scio reserves the right to request additional information from the Introducer and/or the Customer.
- e. The Introducer hereby agrees to comply with all Applicable Law (including without limitation consumer protection laws where the Customer is a consumer) in all of the Introducer's communications and dealings with Customers.
- f. The Introducer shall keep a record of its communications with Customers as set out in the Business Introducer Conduct Policy and shall provide such records to Scio (a) upon request by Scio and (b) upon termination of this Agreement. For the avoidance of doubt, such records will include records of phone calls, emails and communication by WhatsApp.

3.6. Errors and Compromised User Credentials.

- a. Where authorised by the Customer to do so, if the Introducer thinks there has been an error or problem with a Customer's Contract or Transaction, or if the Introducer has received a Complaint from a Customer, the Introducer must contact Scio Support at complaints@sciopay.co as soon as the Customer has raised the error, problem or Complaint with the Introducer.
- b. As an authorised payment institution Scio is required to handle complaints in accordance with Applicable Law and has implemented a complaints handling policy to ensure Complaints are handled correctly. Scio's complaints handling policy is available upon request.
- c. The Introducer shall provide Scio such support as it may reasonably require to handle complaints in accordance with its complaints handling policy which includes, without limitation, providing Scio with the following information and support: (a) the Customer's name and address; (b) the error, issue or problem with the Transaction, Contract, or Services, and why the Introducer or Customer believes it is an error or problem; (c) the name of the person receiving the funds (for a Transaction), and if the Introducer knows it, his or her telephone number or address; (d) the currency and amount of the Transaction; (e) the confirmation code or number of the Transaction or Contract; (f) the date of the Transaction or Contract; and (g) any other information Scio may require to handle the Complaint or may request from time to time. Scio shall deal with such error, problem, or Complaint in accordance with the Terms, its internal procedures, its complaints handling policy and Applicable Law.
- d. Scio will maintain records of all Transactions and Contracts by and with a Customer, and those records will be regarded as the authoritative records of such Transactions and Contracts. If the Introducer's records show Transactions or Contracts by a Customer that such Customer did not initiate or enter into directly or through the Introducer, please contact Scio Support immediately at partners@sciopay.co.
- e. Where the Introducer is authorised by a Customer to help operate a Customer's account or provide instructions to Scio for the execution of Transactions or instructions relating to entering into Contracts, the Introducer must inform Scio immediately if the Introducer believes the Customer's user credentials have been compromised. Immediate communications through email at partners@sciopay.co is the best way of keeping any losses to a minimum.

3.7. Claims.

- a. Each Party shall promptly notify the other of any claim relating to the Service brought by a third party. Each Party shall make commercially reasonable efforts to assist the other Party in defending or responding to any such claim.

4. Services and Compliance

4.1. The Services.

- a. The Services involve the use of the Scio Online System for the remitting of money, the buying or selling of foreign currency, and any other global payment solutions provided by Scio from time to time.
- b. Scio may amend the Services in accordance with the Terms. Scio has full discretion to refuse to accept any Customer or to complete any Transaction or Contract at any time. Reasons for refusal may include, but are not limited to, (a) an inability to match Customer's registration information with the Customer's bank account details; (b) incorrect Beneficiary details; (c) an insufficient deposit amount; (d) where on-boarding the Customer or processing the Transaction or Contract may cause either Scio, a party involved in the Transaction, or any of Scio's Affiliates to breach Applicable Law; (e) Scio has reason to believe that the Introducer or the Customer is engaged in fraud, App Scams, money laundering, terrorist financing; and/or (f) where Scio has reason to believe that the Introducer or a Customer may cause Scio to breach Scio's internal appetite.
- c. If Scio refuses to accept a Customer or to complete any Transaction or Contract at any time, we are under no obligation to detail specific reasons for our decision and reserve the right to hold or freeze a Customer's assets in line with our legal and regulatory obligations.

4.2. Compliance with Applicable Law.

- a. The Introducer shall, and shall procure its personnel to, comply with all Applicable Law in connection with its duties under this Agreement, and shall always during the term of this Agreement use personnel who have been trained in and understand the requirements of this Agreement, Applicable Law, and all applicable policies and procedures to perform the services contemplated hereunder.
- b. Where appropriate and at Scio's sole discretion, Scio shall provide initial and on-going training to the Introducer to enable the Introducer to perform its duties under this Agreement and in accordance with Applicable Law.
- c. Should the Introducer or any of its employees or personnel have any questions regarding the requirements and obligations set

forth in this Agreement or Applicable Law or otherwise require assistance in providing or developing the training required to comply with such obligations, the Introducer will promptly notify Scio of any question or request for assistance.

- d. If Scio identifies any potential or actual violation of Applicable Law or breach of this Agreement by the Introducer or Customer, Scio may suspend or reject a Customer's requested Transaction or Contract, terminate or suspend the Terms with a Customer, and/or suspend or terminate this Agreement.

4.3. Unlawful and Other Impermissible Use.

- a. The Introducer agrees not to promote the Services or refer prospective Customers for any unlawful activity, App Scams or in any manner that violates Applicable Law, and Scio reserves the right to investigate any suspicious activity in response to any Complaints or reported violations. When investigating any such activity, Scio reserves the right to report suspected unlawful activity and App Scams to any appropriate regulatory or similar authority or person, and to provide such authority or person any relevant information, including personal data. More specifically, the Introducer is not allowed to promote use of our Services or knowingly to permit Customers to use the Services for any illegal purposes including without limitation fraud, money laundering or App Scams. Scio reserves the right in Scio's reasonable discretion to impose on the Introducer "acceptable use" terms in relation to the provision of the Services in addition to requirements set out in the Business Introducer Conduct Policy.

4.4. Error Dispute, Cancellation & Complaints.

- a. Customers have a right to dispute errors and cancel Transactions and Contracts with some limitations as set out in the Terms. If a Customer believes there has been an error or problem with a Transaction and Contract, the Customer may contact Scio directly or may contact the Introducer. Where a Customer contacts the Introducer concerning any potential error, unauthorised Transaction and Contract or possible Complaint, the Introducer must contact Scio support immediately at partners@sciopay.co or by phone on +44 (0)203 992 7639. Scio will then investigate and determine the matter in accordance with the Terms, Scio's internal procedures, and Applicable Law.

4.5. Introducer Identity Verification Process.

- a. Scio is required to perform verification and due diligence procedures on all new Introducers prior to agreeing this Agreement and to update such information on a periodic basis. Once an Introducer has submitted and completed the Introducer Registration Form, the Introducer acknowledges and agrees that Scio is permitted to carry out verification checks on the Introducer which may include an electronic database and credit reference agencies search on them or any director, member and shareholder of the Introducer's identity and credit standing. If such searches are carried out, Scio may keep records of the contents and results of such searches in accordance with all current and applicable laws. If any information or documentation is required outside of the electronic database search to verify an Introducer, Scio will request this from the Introducer.

5. Expenses, Fees & Introducer Commission

5.1. Expenses of Scio.

- a. Scio shall be solely responsible for its own costs and expenses in connection with its oversight of the Services.

5.2. Expenses of the Introducer.

- a. The Introducer shall be solely responsible for all costs and expenses it incurs in connection with this Agreement and the provision of the Services to Customers.

5.3. Payment of Introducer Commission

- a. Where payable, Scio will pay the Introducer the Introducer Commission monthly in arrears into the bank account specified by the Introducer to Scio in this Agreement or as may be updated by the Introducer from time to time subject to review and verification by Scio. Introducer Commissions will be paid only on Contracts that have been settled.

5.4. Time of payment for the Introducer Commission.

- a. Scio shall pay the Introducer the Introducer Commission due under this Agreement by no later than the end of the next calendar month, following the settlement date of a Contract, provided that the Introducer Commission due is £500 or greater. If the Introducer Commission due in a month is less than £500 the amount shall be rolled over to the next month, and monthly thereafter if the total is still less than £500, until the total Introducer Commission due is £500 or greater at which point the Introducer Commission shall be paid.

5.5. Introducer Commission Statement and Disputes.

- a. Scio will provide the Introducer with a monthly statement showing the total amount of Introducer Commission generated from Customers which shall include any adjustments made in accordance with clauses 5.4 and 5.6. Unless the Introducer raises with Scio any issues about a monthly statement (including the underlying Contract undertaken) by emailing finance@sciopay.co within seven (7) Business Days of the date of that monthly statement, that monthly statement shall be final and binding on the Introducer.

5.6. Introducer Commission Corrections.

- a. If delays occur, due to Scio legitimately investigating requested Contracts or Transactions, or errors in the amount of Introducer Commission paid are identified after Scio has paid the Introducer Commission, such errors will be addressed by either increasing or decreasing the amount of Introducer Commission paid in the next month and this will also be reflected in the statement provided to the Introducer under clause 5.5. The amount of Introducer Commission may also be amended to reflect any other amounts owed by one Party to the other Party in connection with this Agreement including, without limitation, in connection with any Fees, liabilities, indemnities or disputes over Introducer Commission.

5.7. Inclusive of Taxes

a. Any Introducer Commission payable shall be treated as inclusive of all taxes due on this payment.

5.8. Setup Fee Invoicing

a. Scio will invoice the Introducer for the Setup Fee ("Implementation Costs") set out in the Schedule upon signing this Agreement. The Introducer will pay the Setup Fee within fourteen (14) days of receipt.

5.9. Amendments to Fees. Scio reserves the right to amend the Fees by giving the Introducer no less than thirty (30) days prior written notice. Such amendments to the fees will become effective on the date specified on the written notice.

6. **Non-Exclusivity Clause**

6.1. This Agreement is non-exclusive to the Parties and nothing in it shall restrict either Party from entering into similar agreements or engaging in relationships with other parties for the same or similar purposes.

7. **Confidentiality**

7.1. In performance of its obligations under this Agreement, each Party ("Recipient") may receive Confidential Information from the other Party ("Discloser"). The Recipient always undertakes during the Term and thereafter to maintain the confidentiality of the Discloser's Confidential Information to keep such Confidential Information secure and protected against disclosure, theft, damage, loss, or unauthorised access. The Recipient shall not, directly, or indirectly, use or authorise or permit the use of such Confidential Information, except insofar as may be necessary for the proper fulfilment of its obligations under, or receipt of the benefit of, this Agreement. The Recipient shall not disclose the disclosure's Confidential Information to any third party except: (a) to subcontractors or service providers utilised by the Recipient in the performance of the Recipient's obligations under this Agreement; or (ii) to the Recipient's professional advisers, agents, Affiliates, and representatives, in each case who have a need to know the Confidential Information and who are bound by confidentiality obligations at least as protective as those contained in this Agreement.

7.2. The obligations contained in clause 7.1 shall not apply to information which: (a) is in or comes into the public domain (otherwise than in breach of this Agreement); (b) the Recipient receives from an independent third party having the right to disclose the same; or (c) the Recipient can show was in its possession by being recorded in its files or records prior to the date of receipt from the Discloser.

7.3. If either Party is required by Applicable Law or by any statutory or regulatory authority to which it is subject to disclose any Confidential Information, then it shall be entitled to do so provided that it: (a) promptly notifies, unless prohibited by Applicable Law, the other Party in writing of the full circumstances of the required disclosure, (b) consults with the other Party as to steps to minimise or avoid the disclosure and takes any such steps reasonably required by that other Party, and (c) to the extent possible, receives confidentiality undertakings in a form approved by the other Party from the entity to whom the Confidential Information is disclosed.

7.4. Notwithstanding clause 7.1, Scio is permitted to disclose the Introducer's Confidential Information: (a) to regulatory authorities and law enforcement bodies, without the Introducer's consent or approval; (b) that is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its representatives in breach of this clause; (c) that was available to the Recipient on a non-confidential basis before disclosure by the Discloser; (d) that was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Discloser or otherwise prohibited from disclosing the information to the Recipient; (e) that the Parties agree in writing is not confidential or may be disclosed; or (f) that is developed by or for the Recipient independently of the information disclosed by the Discloser.

7.5. Each Party shall immediately notify the other Party upon becoming aware of any unauthorised disclosure, misuse, theft or other loss of the other Party's Confidential Information, whether inadvertent or otherwise.

7.6. Upon request from the Discloser or on termination of this Agreement, the Recipient shall return or destroy (as directed) any and all of the Discloser's Confidential Information then in the Recipient's possession or control.

8. **Privacy & Information Security**

8.1. Introducer acting as a Data Controller

To the extent that the Introducer is acting as a Data Controller in the performance of its obligations hereunder, the following provisions shall apply:

- a. The Introducer will comply with all applicable provisions of the Privacy Regulations;
- b. The Introducer will ensure that it has in place all required notices and consents in order to enable it to process Customer Personal Data, and to enable the lawful sharing of Customer Personal Data with Scio where appropriate;
- c. The Introducer shall not carry out any direct marketing activities on behalf of Scio unless and until the Introducer has obtained valid, explicit and freely given consent from the relevant data subject in accordance with Privacy Regulations. The Introducer shall maintain accurate records of all consents obtained, including the date, time, method, consent wording, and evidence of the data subject's affirmative action. The Introducer shall make these records available to Scio on reasonable request. The Introducer shall ensure that all marketing activities comply with the Privacy Regulations.
- d. The Introducer shall deliver to each Customer or prospective Customer whose Personal Data it processes, a privacy policy that meets the requirements of A.15 UK GDPR (collectively, the "Privacy Notice").

8.2. Introducer acting as a Data Processor

To the extent that the Introducer is acting as a Data Processor, in the performance of its obligations hereunder, the following provisions shall apply:

- a. The Introducer will comply with all applicable provisions of the Privacy Regulations;

- b. Without prejudice to the generality of Clause 8.2 the Introducer shall, in relation to the Personal Data:
- i. process Personal Data only on written instructions of Scio;
 - ii. keep the Personal Data confidential and ensure its personnel are subject to a duty of confidentiality;
 - iii. comply with the Scio's reasonable instructions with respect to processing the Personal Data;
 - iv. not carry out transfer the Personal Data outside of the UK, unless, in accordance with the Privacy Regulations, the Introducer ensures that:
 - A. the transfer is to a country approved as providing an adequate level of protection for the Agreement Personal Data; or
 - B. there are appropriate safeguards in place for the transfer of the Agreement Personal Data; or
 - C. binding corporate rules are in place; or
 - D. one of the derogations for specific situations applies to the transfer.
 - v. assist Scio in responding to any data subject access request and to ensure compliance with its obligations under Privacy Regulations with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - vi. ensure it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Agreement Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - vii. notify Scio without undue delay, of becoming aware of a Personal Data Breach;
 - viii. at the written direction of Scio, delete or return the Personal Data and copies thereof to Scio on termination of the Agreement unless required by the Laws of England and Wales (which shall include any regulatory requirement) to store the Personal Data beyond termination of the Agreement;
 - ix. maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by Scio or Scio's designated auditor; and
 - x. inform Scio if, in its opinion, an instruction infringes Privacy Regulations.
 - xi. Scio acknowledges and consents generally to the appointment of third parties as sub-processors by the Introducer, provided always that the Introducer shall:
 - A. impose on all sub-processors the same data protection obligations as set out in this clause; and
 - B. remain liable for the actions of its sub-processors.

9. Warranties and Undertakings

- 9.1. Each Party warrants, represents and undertakes that: (a) it has and shall continue to have full ability, capacity and authority required by Applicable Law or otherwise to enter into and to perform its obligations under this Agreement reliably and professionally; (b) this Agreement is executed by a duly authorised representative of that Party; (c) there are at the Effective Date no actions, suits or proceedings or investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court, administrative body, tribunal, regulatory body or law enforcement agency that might adversely affect the ability of that Party to meet and carry out its obligations under this Agreement; and (d) once duly executed this Agreement will be legally valid and binding.
- 9.2. The Introducer warrants, represents and undertakes (as at the Effective Date and on an ongoing basis) that: (a) the Introducer has and will continue to hold all necessary consents, permissions and authorisations to perform its obligations hereunder in all jurisdictions where the Introducer operates; (b) the Introducer will comply with the terms of this Agreement and the Introducer will perform its obligations in a competent and professional manner in accordance with Best Industry Practice and Applicable Law, and the Introducer shall procure that all of its agents and employees comply with the terms of this Agreement and all Applicable Law; (c) the Introducer's obligations will be performed by appropriately experienced, qualified and trained personnel who have the necessary skill and experience; (d) should the Introducer become aware of any change to the financial circumstances of any Customer, or where the Introducer reasonably thinks that any changes to a Customer's position might affect our decision to continue dealing with that Customer, the Introducer will notify Scio of the change(s) as soon as reasonably possible; and (e) all information the Introducer supplies to Scio is complete, accurate, up to date and truthful in all material aspects.
- 9.3. Except for the express warranties set out in this clause 9, all other warranties, including warranties implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

10. Mutual Indemnification

- 10.1. The Introducer shall defend Scio from and against any claim by a third party (including a Customer), and keep Scio fully indemnified from and against all Losses suffered or incurred by Scio in connection therewith, arising from: (a) death or personal injury caused by the negligence of the Introducer or its agents or subcontractors; (b) any breach by the Introducer of any of its obligations under clause 8 (Privacy & Information Security) of this Agreement; (c) any breach by the Introducer of any of its representations or warranties in this Agreement; (d) the Introducer's non-compliance with or violation of Applicable Law; (e) the Introducer's gross negligence or wilful misconduct; or (f) any Customer's claim against Scio for an App Scam or an unauthorised or incorrectly executed Transaction or Contract caused indirectly or directly by the acts or omissions of the Introducer.
- 10.2. Scio shall defend the Introducer from and against any claim by a third party (including a Customer), and keep the Introducer fully indemnified from and against all Losses suffered or incurred by the Introducer in connection therewith, arising from: (a) death or personal injury caused by the negligence of Scio or its agents or subcontractors; (b) any breach by Scio of any of its obligations under clause 8 (Privacy & Information Security) of this Agreement; (c) any breach by Scio of any of its representations or warranties in this Agreement; or (d) Scio's gross negligence or wilful misconduct.

11. Liability

- 11.1. Nothing in this Agreement shall limit or exclude either Party's liability: (a) for any Loss to the extent it is caused by fraud, dishonesty or deceit; (b) for death or personal injury caused by its (or its agents') negligence; (c) in connection with such Party's indemnification obligations under clause 10; (d) for any fees or other amounts due under this Agreement (e) that may not otherwise be limited or excluded by law.
- 11.2. Except as set out in clause 11.1, Scio will not be liable to the Introducer whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, this Agreement for: (a) any

loss of profit; (b) any loss of goodwill; (c) loss of further business; or (d) any indirect, special, or consequential Losses.

- 11.3. Except as set out in clause 11.1, each Party's total aggregate liability to the other Party whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of, or in relation to, this Agreement, will be limited in the aggregate to £50,000.00. For the avoidance of doubt, the indemnities in clause 10 shall be excluded from this liability cap.

12. Anti-bribery

- 12.1. Anti-bribery compliance by Introducer.

a. The Introducer shall: (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); (b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and (c) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Introducer in connection with the performance of this agreement.

- 12.2. Definitions.

a. For the purposes of this clause 12: (a) the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively, (b) a person associated with the Introducer includes but is not limited to any Introducer, delegate, or subcontractor of the Introducer.

13. Force Majeure

- 13.1. If either Party is affected by a Force Majeure Event under this Agreement, it shall immediately notify the other Party in writing of the matters constituting the Force Majeure Event and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure Event continues. The Party affected by a Force Majeure Event shall take all reasonable steps to minimise the effects of the Force Majeure Event on the performance of its obligations under this Agreement. Neither Party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from the Force Majeure Event. If the period of delay or non-performance continues for (14/1) (days/month), the Party not affected may terminate this Agreement by giving not less than (7) days' written notice to the affected Party.

14. Term & Termination

- 14.1. The initial term of this Agreement shall be for one (1) year from the Effective Date. The term of this Agreement shall be automatically renewed for one (1) year unless terminated early in accordance with this clause 14.

- 14.2. Scio may immediately suspend or terminate this Agreement at any time without prior notice based on the Suppliers reasonable opinion and not limited to: (a) Scio determines in its sole discretion that one or more Customers introduced by the Introducer are not eligible to use the Services or that Customers are repeatedly breaching the Terms when using the Services; (b) the Introducer has materially breached Applicable Law, the terms of the Agreement, or the Business Introducer Conduct Policy; (c) the Introducer or a Customer engages in behaviour that Scio in its sole discretion views as suspicious or otherwise of concern; (d) Scio has reason to believe that the Introducer or a Customer is engaged in fraud, money laundering, terrorist financing; (e) Scio has reasons to believe that the Introducer or a Customer may cause Scio to breach Scio's internal risk policy; or (f) Scio determines in its sole discretion, for legal, regulatory and/or risk management purposes, that termination is required.

- 14.3. If practicable, Scio will notify the Introducer prior to suspending or terminating this Agreement pursuant to clause 14. 2 above. If prior notification is not practicable, Scio will promptly notify the Introducer by email after the suspension or termination. Scio has no obligation to notify the Introducer should such a notification be impossible or unlawful. Scio may suspend or refuse to execute Transactions or Contracts if any of the reasons above apply to the Beneficiary of the Transaction or if, in our sole discretion, Scio believes that execution of the Transaction or Contract will violate Applicable Law.

- 14.4. The Introducer will provide Scio with at least six (6) months written notice if they wish to terminate this Agreement. The notice will be sent to partners@scio pay.co.

- 14.5. Termination shall not affect prior Transactions, or Contracts, or obligations under this Agreement existing at the time of termination (except where required by Applicable Law). Upon termination or expiration, Scio will retain records of relevant Transactions and Contracts in accordance with Applicable Law and Scio's retention policies (see: <https://scio pay.co/legal/privacy-policy.html>).

- 14.6. For the avoidance of doubt, termination of this Agreement will automatically terminate all agreements entered into between the Introducer and Scio, and all Terms entered into by any Customers will also be terminated unless the Terms have an open Transaction or Contract in which case the Terms will be terminated once the Transaction or Contract has been completed.

- 14.7. Other consequences of termination.

a. On termination of this Agreement: (a) the Introducer shall cease to promote, market, advertise or sell the Services; (b) the Introducer shall immediately cease to describe itself as an Introducer of the Supplier; (c) the Introducer shall have no claim against the Supplier for indemnification or compensation, whether for loss of income, loss of agency rights, loss of goodwill or any analogous loss; (d) return all relevant materials, documents and IP protection required to offer the Services to the Supplier.

- 14.8. Non-Compete following termination.

a. On termination of this Agreement and for a period of twenty four (24) months thereafter, with reasonable efforts Scio shall not directly advertise its Services to Customers introduced by the Introducer, except where such Customers are Customers of Scio independently via another introducer. Notwithstanding clause 14.8 Scio may continue to service Customers either directly or indirectly through one of its other introducers.

15. Applicable Law

- 15.1. The performance of each Party's obligations in connection with the Service shall be governed by, and the relevant provisions in this Agreement shall be interpreted in accordance with, the laws of England and Wales.

16. Dispute Resolution

- 16.1. Any dispute or claim which may arise in connection with, relating to, or arising from, the performance of the Service, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

17. Severability

- 17.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected.

18. Subcontracting

- 18.1. The Introducer may not subcontract or otherwise delegate its performance of, or any of your obligations under, this Agreement without Scio's prior written consent. Scio may subcontract or otherwise delegate our performance of, or any of its obligations under, this Agreement without the Introducer's consent.

19. Assignment

- 19.1. The Introducer may not assign, novate, sub-licence or otherwise transfer in whole or in part any of your rights and/or obligations under this Agreement without our prior written consent. Scio may assign, novate, sub-licence or otherwise transfer any of our rights or obligations under this Agreement without your consent.

20. Waiver

- 20.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. No Partnership or Agency

- 21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, or authorise any Party to make or enter any commitments for or on behalf of any other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of the other Party.

22. Third Party Rights

- 22.1. No one other than a Party to this Agreement, shall have any right to enforce any of its terms (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

23. Entire Agreement

- 23.1. This Agreement and any document expressly referred to in it constitutes the whole agreement between the Parties and replaces and supersedes any previous discussions, correspondence, arrangements, or understandings between the Parties, whether oral or in writing.

24. Notices

- 24.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and delivered either:
- a. By email to the following addresses (or such other email address as a party may notify to the other from time to time in accordance with this clause): (a) for Sciopay: info@sciopay.co; or (b) for the Introducer to the email address provided by the Introducer when it entered into this Agreement or such email address as the Introducer may notify Scio of from time to time; or
 - b. By first class post or courier to the following physical address (or any replacement address notified in writing in accordance with this clause): (a) for Sciopay (postal): 128 City Road, London, United Kingdom, EC1V 2NX; or (b) For the Introducer: the address provided by the Introducer at the time of entering into this Agreement or such address as the Introducer may notify Scio of from time to time.
- 24.2. Any notice or communication provided under this clause 24 shall be deemed delivered:
- a. If sent by email, at the time of transmission, provided that the sending party does not receive a delivery failure notification; or
 - b. If sent by post or courier, at 9.00 am on the second Business Day after posting, or at the time recorded by the delivery service.
- 24.3. Either Party may change its notice address or email by giving notice to the other in accordance with this clause.
- 24.4. For the avoidance of doubt, notices relating to the termination, breach, or variation of this Agreement must be sent by email (and may also be copied by post or courier at the sender's discretion).