

Reap Card Terms & Conditions

The Reap Card is a credit card issued to you by Reap Technologies Limited, a company incorporated in Hong Kong with company registry number 2714427 (“**Reap**”) as principal issuer under the Visa Card Network.

1. Introduction

As used in this Agreement, “**we**”, “**us**” or “**our**” refers to Reap. Unless otherwise stated or indicated, “**you**” and “**your**” refers to the entity that has applied and qualified for:

- (i) Reap Card Program and has established with us a Program Account and one or more Card Account(s); and/or
- (ii) Reap Card Issuing Services defined and described in this Agreement;

Collectively referred to as ‘**Program Services**’.

These Program Services are provided in connection with other products and services offered to you by Reap pursuant to the Reap General Terms of Service (<https://reap.global/terms-conditions>) and Privacy Policy (<https://reap.global/privacy-policy>) (collectively referred as the “Related Documents”) between Reap and you. Capitalized terms used in this Agreement and not otherwise defined (either in-line or by hyperlink) have the same meaning as in the Related Documents. Subject to this Agreement, you may authorize employees and other persons to use the Cards to make Transactions on your behalf (“**Authorized Users**”). You must appoint a person to manage your participation in the Program (an “**Administrator**”), including managing how Authorized Users may use Reap Cards under your Program Account.

2. Opening a Program Account.

2.1 Registration. By applying for and establishing a Program Account, you and the person creating your Program Account (your “**Representative**”) represent and warrant that you are a validly existing commercial enterprise or a bona fide non-profit organization in good standing, and you agree that your Program Account and all Cards will be used for business purposes only. You must provide information identifying your company and the Principal Owners, and other information we require, when opening your Program Account, and you agree to keep this information current. You represent and warrant that you are not currently and will not become subject to a U.S. Office of Foreign Asset Control (“**OFAC**”) list, or any Law or other government agency list that prohibits or limits us from providing Cards and/or the Program Services to you or from otherwise conducting business with you. Until you have submitted, and we have reviewed and approved, all required information, your Program Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

2.2 Business Representative. You and your Representative individually affirm to Reap that (i) your Representative is authorized to provide the information described in this Section 2 on your behalf and to bind you to this Agreement and (ii) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Reap, neither you nor your Representative may register or attempt to register for a Program Account on behalf of a user that Reap previously terminated from use of the Program. If you are a sole proprietor, you and your Representative also affirm that your Representative is

personally responsible and liable for your use of the Program.

2.3 Validation. At any time during the term of this Agreement and your subscription of the Program Services, we may require additional information from you to verify your Principal Owners or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to your business, your Representative, your Principal Owners or your principals. Your failure to provide this information or material may result in suspension or termination of your Program Account. You authorize us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorize and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and/or any data about you, your Representatives, your Principal Owners or your principals. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Program Account. Reap may periodically update this information as part of our underwriting criteria and risk analysis procedures.

2.4 Changes to Your Business, Keeping your Account Current. You agree to keep the information in your Program Account current. You must promptly update your Program Account with any changes affecting you, the nature of your business activities, your Representatives, your Principal Owners, your principals, or any other pertinent information. We may suspend your Program Account or terminate this Agreement if you fail to keep this information current. You agree to promptly notify us (or, in the case of Platform Companies, your Platform Provider) in writing no more than three days after any of the following occur: (a) you become subject to any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action; (b) there is an adverse change in your financial condition; (c) there is a planned or anticipated liquidation or substantial change in the basic nature of your business; (d) you transfer or sell 25 percent or more of your total assets or there is any change in the control or ownership of your business or parent entity; or (e) you receive a judgment, writ or warrant of attachment or execution, lien, or levy against 25 percent or more of your assets. You further agree that while acting as the Platform Provider, you shall promptly forward all information received from your Platform Companies under this Section to Reap in accordance with the timeframe set forth above.

3. Participating in, Using, and Managing the Program.

3.1 Administrators, Authorized Users, Documentation. As part of the Program, Reap will establish a Program Account on your behalf, containing sub-accounts for each Card issued to you and Authorized Users. Each Company must appoint an Administrator to administer its use of the Program, which will include managing how Authorized Users use Cards. You are responsible for notifying your Administrator and Authorized Users of their authority and obligations under this Agreement and ensuring that the Administrator and each Authorized User comply with the terms of this Agreement. You are solely responsible for any actions Administrators take on your behalf.

3.2 API and Dashboard. Reap has developed and provides access to the API that may be used to access the Program, either directly or through a Platform Provider. You may use the API solely as

described in the Documentation. You may manage your Program Account and enable additional features through the Reap dashboard, or if you are a Platform Company, through your Platform Provider's dashboard ("**Dashboard**" refers to the Reap Dashboard unless you are a Platform Company accessing the Program Services through your Platform Provider's dashboard, in which case "Dashboard" refers to your Platform Provider's dashboard). Platform Providers may offer Program Services through a Dashboard provided by the Platform, in which case the Platform Provider will connect to the Reap API, rather than the Platform Company connecting directly to the Reap API and accessing the Reap Dashboard. You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Program, we will update the API and Documentation from time to time, and may add or remove functionality. We (or your Platform Provider, if applicable) will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Program with minimum interruption. We (or, in the case of a Platform Company, your Platform Provider) will make API keys available to you through the Dashboard. You are responsible for securing your API keys. Failure to secure your API keys will increase the likelihood of fraud on your Program Account and potential losses to you. You should contact us (or, in the case of a Platform Company, your Platform Provider) immediately if you become aware of any unauthorized use of your API key or any other breach of security regarding the Program. We provide more details on proper use of API keys in the Documentation.

3.3 Restricted Businesses and Activities. You may not use the Program to facilitate illegal Transactions. You may not use the Program to enable any person (including you) to benefit from any activities Reap has identified as a restricted business activity or we may inform you that Reap has identified as a restricted business or activity (collectively, "**Restricted Businesses**"). Restricted Businesses include use of the Program in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by OFAC. In addition, you may not allow, and may not allow others to: (a) access or attempt to access non-public Reap systems, programs, data, or services; (b) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Program, Documentation, or our website except as expressly permitted by Laws; (c) act as service bureau or pass-through agent for the Program with no added value to Customers; (d) transfer any rights granted to you under this Agreement; (e) work around any of the technical limitations of the Program or enable functionality that is disabled or prohibited; (f) reverse engineer or attempt to reverse engineer the Program except as expressly permitted by Laws; (g) perform or attempt to perform any actions that would interfere with the normal operation of the Program or affect use of the Program by our other users; or (h) impose an unreasonable or disproportionately large load on the Program.

3.4 Compliance with Law. You must engage in the Program in a lawful manner and comply with all applicable Laws, which may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws.

3.5 Cards and Card Accounts.

(a) General. All Cards issued and provided to your Authorized Users and all corresponding Card Accounts are linked to your Program Account. Subject to this Agreement, Authorized Users may use Cards to make Charges on your behalf. When you request a Card, a separate Card Account is created for the Card and the Card is linked to the Card Account created in

conjunction with the issuance of the Card. When your Authorized Users make a Charge and we approve it, Reap will extend credit to you to fund the Charge, and you agree you will repay Reap for the Charge in accordance with this Agreement.

(b) Card Orders.

- i. **General.** You must submit to Reap an initial Card order request via the Dashboard or API, unless you access the Program through a Platform Provider, in which case the Platform Provider will submit the Card order to Reap on your behalf. Reap will procure Cards based upon information contained in the Card order request. At your cost and expense, Reap will (A) procure and ship Cards to the address specified in the order request and (B) re-distribute replacements of Cards reported as lost, stolen, or damaged, and (iii) provide Program materials to you.
- ii. **Card Designs.** Any card designs, including logos, artwork, and written disclosures for physical cards, must be submitted for review and approval prior to distribution (similar to the Card order, Platform Providers will handle this process on behalf of their Platform Companies). Upon receipt of your submission, Reap will review for consistency with this Agreement, Card Network Rules (including Card Network branding guidelines), Law and reputational considerations (collectively, the "**Design Requirements**"). In the event that Reap cannot approve a proposed card design, Reap will provide guidance on modifications necessary to comply with the Design Requirements.
- iii. **Requesting Cards and Activation.** Administrators may request additional Cards to be provided to Authorized Users through the Dashboard. Only Administrators will be allowed to request Cards and make changes to the Program Account and Cards on your behalf. Only Authorized Users may make Charges on Cards issued to you. Cards must be activated prior to their use. You can activate your Cards through the Dashboard. If you need further instructions, check with your Administrator. All Cards remain the property of Reap and must be returned upon request. Reap may cancel, revoke, repossess, or restrict the use of Cards at any time.

3.6 Limits and Available Spend.

- (a) **General.** You may not make any Charge that would cause you to exceed or violate any of the limits set forth in this Section 3.6. Except as otherwise indicated in this Section, you may view these limits through the Dashboard.
- (b) **Total Spending Limit.** When you open your Program Account, we will establish a "Total Spending Limit" for your Program Account, which will be the maximum aggregate amount available for Charges on your Program Account across all Cards and Card Accounts. Your initial Total Spending Limit will be based on a credit review as determined by Reap in our sole discretion in conjunction with any Collateral provided to us in accordance with Section 12 of this Agreement, if applicable. We may increase or decrease your Total Spending Limit at any time, in our sole discretion, based on your Program Account and Transaction history, and related risk and credit considerations.

3.7 Other Limits. We may establish limits on the types of merchants with which Authorized Users may make Charges. Administrators also may establish these limits. Further, we may restrict the maximum amount of any particular Charge and the number of Charges allowed for your Program Account and/or Cards. We reserve the right to (i) decline to authorize any Charges that would cause you to exceed any applicable limit, (ii) decline to authorize Charges at merchants characterized by

the Card Network or us as prohibited or restricted merchants, and/or (iii) decline to authorize Charges, reverse Charges, and/or suspend Cards for any other reason, including for violation of this Agreement, suspected fraud, or creditworthiness or Network Rules. We are not responsible for losses resulting from declined or reversed Charges. Merchants typically accept all Card Network-branded Cards; however, we are not responsible and will have no liability if a merchant refuses to honour a Card. We further reserve the right to place a hold on a Card for any Charge. Where a hold is placed on a Card, the amount of the hold will reduce the Available Spend until the hold is released.

3.8 International Use. In the event that Cards are used to make international Charges, Reap will convert into the Settlement Currency the Charges made in a currency other than the applicable Settlement Currency.

3.9 Payment Terms.

(a) Account Statements. Your Transaction History and Account Statements will be available to you on the Dashboard. Save for manifest error, the transaction records on the Reap Dashboard shall be conclusive evidence of the accuracy and authenticity of the transactions and shall be binding on you and your Authorized Users for all purposes. You should check you and your Authorized Users' transaction history regularly. Although we will monitor your Program Account and Reap Card usage and may make enquiries in good faith from time to time, we are not responsible for alerting you to suspected unauthorized transactions associated with your Program Account or Reap Card.

(b) Amounts Due. On each Business Day, you must pay the total outstanding balance on your Program Account, which will include any amounts due for Charges made with your Cards and any fees, penalties, finance charges, and other amounts incurred through use of your Cards or posted to your Program Account (collectively, the "**Amounts Due**"). The Amounts Due include all Charges made by any person, regardless of whether a Card is physically presented for a Charge. You will pay us the Amounts Due, regardless of how they were incurred, for what they were incurred (including if they were incurred for a purpose not permitted under this Agreement), or who has incurred them. The Amounts Due and date on which the Amounts Due must be paid will be reflected on the Account Statement made available to you through the Dashboard. You agree to pay the Amounts Due no later than the stated payment date. You agree that to the fullest extent of the law and save for grossly negligent calculations, Reap's internal calculations of the Amounts Due are accurate and valid and binding on you.

3.10 Fees and Penalties. All Reap Card users will be subject to the rates and fees described on our Fee Schedule published on our Website, as amended from time to time. Platform Providers may be subject to a separate written pricing proposal agreement signed between you and Reap; provided that, Platform Companies may receive Program Services through their Platform Provider at other rates or fees disclosed by your Platform Provider. In addition to the fees, you are also responsible for any penalties imposed on you or Reap in relation to your Program Account or your Authorized Users' Card Accounts. Fees and penalties may include periodic fees, foreign transaction fees, penalties for misuse, funds transfer fees, account maintenance fees, Card issuance or replacement, and penalties for late or failed payments. All fees or penalties you owe are in addition to amounts owed for Charges on Cards and Card Accounts associated with your Program Account.

3.11 Reporting Errors or Disputing Charges. If you have a dispute with the product or service that

is the subject of a Charge, you should contact the merchant or seller of that product or service to resolve the dispute. If a Charge is not appropriately addressed with the merchant or seller, then you may submit a chargeback of the Charge by contacting Reap or, in the case of a Platform Company, by contacting your Platform Provider and your Platform Provider will submit the chargeback through Reap. You understand that we are subject to the Card Network Rules regarding chargebacks and may not be able to successfully chargeback the Charge. If you believe a Charge was unauthorized, or if you believe the Account Statement contains any errors, please contact Reap (or, in the case of a Platform Company, your Platform Provider) immediately. You (or your Platform Provider) must report any Disputed Charge or error no more than 60 days after the Disputed Charge posted to your Program Account. Notices for Disputed Charges must specify your details, details about the Authorized User, details about the Disputed Charge and Transaction, and an explanation of your belief that the Disputed Charge was made in error or was unauthorized. We will review the information you submit in a commercially reasonable manner. To avoid late fees and sustained reduction to your Available Spend, you should pay the Disputed Charge while we determine the validity of the dispute. If the dispute is deemed valid, we will credit the Disputed Charge amount back to your Program Account. By accepting this Agreement, you assign and transfer to Reap any rights and claims, excluding tort claims, that you may have against any merchant for any Disputed Charge fully or partially credited to your Program Account.

3.12 Card Security and Responsibility for Charges. You and your Authorized Users are responsible for securing Cards, Card Account numbers and Card security features (including the CVV and PIN). You are responsible for Charges, fees and penalties resulting from any Authorized User's failure to exercise reasonable care in safeguarding Cards from loss or theft, failure to promptly report loss or theft, and for all other Transactions on Cards issued to you. If you or an Authorized User uses or allows someone else to use the Card or Card Account for any other purpose, you will be responsible for such use and may be required to reimburse us and the Card Network for all amounts or expenses paid by such entities as a result of such use. You understand that it is your responsibility to monitor any suspicious or unauthorized activities on your Program Account and each Card and Card Account, and you agree to notify us immediately by contacting Reap of any loss, theft or unauthorized use of your Program Account or any Card or Card Account. You understand that you are liable for the unauthorized use of your Program Account and all Cards and Card Accounts associated with your Program Account to the fullest extent permitted by Law. You are liable for all Transactions on your Program Account, unless: (a) the Transaction is successfully disputed through the Card Network transaction dispute process; or (b) an unauthorized Transaction occurs after Reap has been successfully notified via the Dashboard or API that the applicable Card has been lost, stolen or compromised. You will be liable to Reap for any fees, charges, costs, amounts, expenses or other Losses that result from your or your Authorized Users' actions or inactions. You agree and acknowledge that we may treat any Reap Card usage by you and your Authorized Users as if it was duly authorized by you and Company. You therefore agree that you will be bound by and financially responsible for any transaction initiated under your Reap Card Credentials or processed in accordance with your instructions, even if it is later discovered that it was not duly authorized by you. You agree and acknowledge that Reap is not liable or responsible to you, and you waive any right to bring a claim against us, for any such losses.

3.13 Default; Failure to Pay; Collections. We may determine that your Program Account is in default and declare your total outstanding unpaid balance immediately due and payable on demand if: (a) you breach any provision of this Agreement or any other agreement that you have

with Reap; (b) you pose an unacceptable regulatory, reputational, or financial risk to us as determined by us; or (c) you do, or we believe you may, cease to exist or experience any event contemplated by this Agreement. If we determine that your Program Account is, or is likely to be, in default, we may take any action we deem necessary, including decreasing your Total Spending Limit, adjusting your Card Spending Limit, ceasing to authorize Charges, refusing to issue new Cards, and/or deeming all amounts you owe immediately due. Subject to Law, you agree that we have the right to set-off or recoup any amount you owe on your Program Account and any Cards and Card Accounts associated with your Program Account or any claim we have related to this Agreement against or from your Collateral. You also agree Reap may exercise its rights under this Agreement against any Reap Accounts you maintain with Reap under the Reap Services Agreement or other Reap agreements, including without limitation, by authorizing us to debit or setoff funds you owe us from any amounts processed by us under the terms of any Related Documents. You will pay any legal fees we incur and all other reasonable costs we incur while collecting amounts owed by you under this Agreement. We may at our discretion assign any or all sums owing to us in connection with a Reap Card to any third-party agency engaged by us (including any debt collection agency, credit management organization or solicitor firm) for debt recovery. To the extent permitted by law, you and your Authorized User shall jointly and severally indemnify us for all debt recovery costs and expenses that we incur. If you are a sole proprietor, you understand that by agreeing to this Agreement and applying for and using any Reap Card under your Program Account, you agree to unconditionally and irrevocably jointly and severally guarantee in a personal capacity as the principal debtor to pay and satisfy all amounts owed to us under the Reap Card Program on demand. You may not assign or transfer any of your rights or obligations under this guarantee without our prior written consent. We recommend that you seek independent legal advice before agreeing to this Agreement but recognize that you may not wish to do so.

3.14 Autopay. You may choose to repay your monthly balance via AutoPay, wherein you provide us with your Bank Account details and register it for AutoPay. By doing so you consent and authorize us to directly debit funds you owe us from your designated Bank Account. Each month on the due date stated in each Account Statement, we will initiate a debit from your Bank Account to pay the full outstanding balance, which will vary from month to month. You acknowledge that the Account Statement will be the only notice to you of the AutoPay amount to be deducted.

If we are unable to successfully debit your Bank Account or if we are notified that your Bank Account has insufficient funds to complete the debit, we may re-attempt to debit your Bank Account multiple times. You agree that we will have no liability if we cannot successfully debit your Bank Account or if your Bank Account has insufficient funds when we attempt (or re-attempt) to debit your Bank Account. The exact time that the Bank Account will be debited for the amount indicated on your Account Statement may vary, depending on the processing capabilities of the bank that holds the Bank Account. If we are unable to successfully debit your Bank Account for any reason, we may suspend your ability to make any further Charges on any Cards in our sole discretion. Furthermore, you may be assessed returned payment fees related to any insufficient funds transaction. You may change your Bank Account on your Dashboard at any time; however, we are not responsible for any fees or losses you suffer that result from erroneous Bank Account information provided by you, or due to the timing of the change.

If you wish to cancel Autopay, please feel free to contact us anytime for assistance.

3.15 Disputed Transactions. Disputed Transactions. We are entitled to seek to reverse

transactions made through your Reap Card where you have a dispute with the merchant that supplied the goods or services to you, for example, where you have paid for a good or service, but there was no delivery or untimely delivery or the goods or services are of an unsatisfactory quality and your attempt to get a refund from the merchant was unsuccessful.

To avoid losing any rights you may have to dispute such a transaction, you must tell us as soon as possible after the date of the transaction and provide us with any information we ask for to support your request.

Generally, under Visa's operating rules Reap must lodge a fully detailed claim on your behalf within 120 days of the date of the transaction. If you do not notify us immediately and provide us with sufficient information, we may not be able to investigate or lodge a claim in time in which case you will be liable for the transaction. It is your responsibility to review carefully your transaction history. We are not responsible for any loss to you if you do not ask us to reverse a transaction in time. If, after investigation, we are satisfied that you are entitled to reverse a transaction, the amount initially settled for the transaction will be credited to your Program Account in the original currency of the transaction.

3.16 Closing Your Account. We may refuse to authorize any Charge or may close or suspend your Program Account or any Card at any time if we believe, in our sole discretion, that you or your Program Account present an unacceptable level of financial, reputational or regulatory risk. We may condition the reactivation of your Program Account or Cards upon payment of amounts owed or the establishment or replenishment of Collateral. We may require you to provide financial and other information we deem necessary, including any information we need to comply with legal or regulatory requirements and our internal policies and procedures. If we do, you agree to provide the information to us. You may close your Program Account or any Card by providing Notice to us (or your Platform) through the Dashboard or by contacting us. You must pay all amounts owed under this Agreement prior to such closure.

4. Authorized Users

4.1 Using Cards. Authorized Users may only use Cards for bona fide business purchases and for valid and lawful purposes. Authorized Users may not use Cards for personal, family or household purposes. All Cards remain the property of Reap and must be returned upon request. Reap may cancel, revoke, repossess or restrict the use of the Cards at any time. We may decline to authorize or reverse Charges or suspend Cards for any reason including for violation of this Agreement, suspected fraud, or creditworthiness. We also may decline to authorize Charges at merchants characterized by the Card Network or us as prohibited merchants. We are not responsible for losses resulting from declined or reversed Charges. Merchants typically accept all Card Network-branded Cards; however, we are not responsible and will have no liability if a merchant refuses to honour a Card or accept a Transaction.

4.2 Card Account Holds. When an Authorized User uses a Card to initiate a Transaction at hotels, restaurants, gas stations, rental car companies, and certain other merchants where the amount of the final Transaction is unknown at the time of authorization, a hold may be placed on the Card Account for an amount equal to or in excess of the final Transaction amount. We also may place a hold on available funds in the Card Account for certain other Transactions. When a hold is placed on the Card Account, the amount of the hold will reduce the Available Spend until the hold is released.

4.3 Card Security. Authorized Users are responsible for securing Cards, Card Account numbers and Card security features (including the CVV and PIN).

4.4 Prohibited Persons. Each Authorized User must represent and agree that it is not, at the time of Card activation, and will not become, subject to an OFAC list, or any Law, regulation, or other list of any government agency that prohibits or limits us from providing Card Accounts or Cards to the Authorized User or from otherwise conducting business with the Authorized User.

5. Data Protection and Security.

5.1 Data Protection. You represent, warrant, and agree that you are and will continue to be compliant with all applicable Laws governing the privacy, protection, security, confidentiality, and use of data that you provide to us or access or use in connection with the Program. You further represent, warrant, and agree that you have obtained and will maintain all necessary rights and consents under applicable Law to provide to us, and to allow us to collect, use, retain, and disclose, any Personal Data that you provide to us or authorize us to collect, including data that we may collect directly from Authorized Users. You are solely responsible for disclosing to Authorized Users that we may receive Personal Data from you. Additionally, where required by applicable Law or the Card Network Rules, we may delete or disconnect an Authorized User's Personal Data from your Program Account when requested to do so by the Authorized User. If we become aware of an unauthorized acquisition, disclosure or loss of Personal Data on our systems, we will notify you consistent with our obligations under Law and provide you with sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Authorized User.

5.2 Program Data. You agree that Program Data belongs to us, and you may not use it for any purpose unrelated to your use of your Program Account, Card Accounts, Cards, Statements, and Charges without our express written consent. You may not disclose Program Data to others except in connection with processing Transactions and consistent with Laws and Card Network Rules.

5.3 Use of Data by Us. Reap processes, analyzes, and manages Data to: (a) provide the Program to you and other users; (b) mitigate fraud, financial loss, or other harm to you, other users and Reap, (c) fulfill our obligations to regulatory authorities; and (d) analyze, develop and improve our products, systems and tools. Reap provides Data to third-party service providers, including Platform Providers, and Card Printer, and their respective Affiliates, as well as to Reap's Affiliates, to allow us to provide the Program to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Reap's use of Data for the purposes and in a manner consistent with this Section 5.3. We will only use Account Data and Personal Data as required to provide the Program to you and Authorized Users, to fulfill our obligations to regulatory authorities, and in accordance with the Reap Privacy Policy. Protection of Data is very important to us. The Reap Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard Data provided to us in connection with the Program. You agree to review the terms of these policies, which we may update from time to time, and which form part of this Agreement.

5.4 Reap's Security. We will maintain commercially reasonable administrative, technical, and physical procedures to protect Account Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Card Network Rules when we handle Account Data and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our

security measures or misuse any Account Data and/or Personal Data in our possession. You provide Account Data and Personal Data to Reap with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Program Account and related Card Accounts and Cards, to maintain the integrity and security of the Program or Data, or to prevent harm to you, us, Authorized Users, or others. You waive any right to make a claim against us for losses you incur that may result from such actions.

5.5 Virtual Cards. Virtual Card details should be accessed from the Dashboard only. Should you use the API to retrieve Virtual Card details, or if Virtual Card information is exported from the Dashboard, you must store details in an encrypted manner. You may be considered a service provider (as defined in the PCI-DSS) if you are generating Virtual Cards on behalf of others, such as your users. Service providers must achieve and maintain PCI-DSS compliance. If you are generating Virtual Cards for your own use, or for others in your organization to use, your organization may not be required to attain PCI-DSS compliance for issuing activity, but you remain responsible for securely storing Virtual Card details. Unauthorized transactions on Virtual Cards may not have dispute rights in certain circumstances.

5.6 Right to Audit. If we believe that a security breach, leak, loss, or compromise of Account Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit.

6. Use of Trademarks & Marketing Guidelines.

6.1 Ownership. All intellectual property embodied in the Program and all Program Services offered by Reap in connection with this Agreement shall constitute Reap's IP and, as between you and Reap, shall be owned and licensed by Reap as provided in the Reap Services Agreement.

6.2 Use of Marks. If you choose to place your design, name, logo and other service marks ("**User Marks**") on the Cards or other materials related to the Program, you represent and warrant that you have, and during the term of this Agreement will retain, all right, title, and interest in and to the User Marks necessary for you to use the User Marks as you propose. You hereby grant to us, and any third party we engage to provide Card printing services ("**Card Printer**"), a fully paid-up, worldwide, non-exclusive license to use the User Marks on Cards and any Program materials during the term of this Agreement. Your use of Reap Marks in connection with the Program is subject to the terms of the Reap Services Agreement. In the event that a Platform Company seeks to use a Platform's User Marks on its Cards, or vice-versa, the Platform Provider or Platform Company placing the User Marks on the Cards makes the same representations and warranties under this Section and confirms its right to use such User Marks on its Cards. You will promptly provide further evidence of such rights if requested by Reap.

7. Disclaimer.

Unless clearly stated elsewhere in this Agreement, we make no express or implied representations or warranties regarding the Program, including warranties of merchantability, suitability or fitness for a particular purpose, title to, non-infringement of any technology or intellectual property we provide, and any warranties arising from course of dealing, course of performance or trade usage. We specifically

disclaim all representations and warranties that your Program Account, the Program, the Program Services, or the services any third party provides in connection with this Agreement, will be error-free or uninterrupted, or that they will be compatible with, or operate in, any computer operating system, network or system configuration, or any other environment.

8. Limitation of Liability.

Under no circumstances will we or our respective Affiliates, employees, officers, directors, or service providers (each, an "**Indemnified Party**") be responsible or liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, for any loss of profits, loss of revenue, loss of business opportunity, or other losses, for any personal injury or property damage, or for any other damages or losses arising out of, relating to, or in connection with this Agreement or your Authorized Users' use of Cards, even if such damages or losses are foreseeable and whether or not any Indemnified Party has been advised of the possibility of such damages or losses, including any damages or losses resulting from your use or inability to use your Program Account, Cards, or the Program Services or from the unavailability of the computer systems used by any Indemnified Party to provide the Program, your Program Account, Cards, or the Program Services to you. Without limiting the generality of the foregoing, (a) each Indemnified Party is not liable for, and hereby denies and disclaims responsibility for, any damages, harm, or losses to you arising out of or relating to hacking, tampering, or other unauthorized access to or use of your Program Account, Cards, or the Program Services or your failure to use or implement anti-fraud measures, security controls, or any other data security measures, (b) each Indemnified Party hereby further denies and disclaims responsibility for all liability, damages, and losses to you or others caused by (i) your access to or use of your Program Account inconsistent with this Agreement, or the instructions or other information any Indemnified Party may provide you with respect to your Program Account, (ii) any unauthorized access to or use of servers, infrastructure, or Data in connection with the Program Services, (iii) interruptions to or cessation of the Program Services, (iv) any bugs, viruses, or other harmful code that may be transmitted to or through the Program Services, (v) any errors, inaccuracies, omissions, or losses in or to any Data provided to any Indemnified Party, (vi) third-party content provided by you, or (vii) the defamatory, offensive, or illegal conduct of others. To the extent any Indemnified Party is determined to be liable under this Agreement, you agree to limit any liability of the Indemnified Party under this Agreement to your direct and documented damages, and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to your claim for damages. These limitations on the liability of the Indemnified Parties will apply to you regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

9. Indemnification.

You will, at your own expense, hold harmless, defend, protect, and indemnify each Indemnified Party from and against all losses, claims, breaches, suits, damages, liabilities, costs, charges, fines, penalties, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, and all other liabilities of every nature, kind, and description, regardless of the form of action or legal theory, incurred by any such Indemnified Party, related to any action or threatened action, suit, claim, proceeding or regulatory action, regardless of merit, brought by any third party, caused or incurred by, resulting from, arising out of, or relating to: (a) any breach of any term, condition, obligation, representation, warranty, or covenant in this Agreement; (b) any actual or alleged infringement, violation, or misappropriation of a third party's intellectual property or proprietary rights;

(c) any gross negligence, fraud or intentional misconduct; (d) any violation of Law by you or any violation of Law or the Card Network rules caused by you; or (e) any other acts or omissions, including the acts or omissions of Administrators and Authorized Users.

This Section 9 does not and will not limit your responsibility and liability to us for any other amounts for which you are responsible pursuant to any other provisions of this Agreement.

10. Governing Law and Dispute Resolution.

This Agreement will be governed by and interpreted in accordance with the laws of Hong Kong SAR China, without regard to any applicable conflict of law provisions. Except as otherwise agreed by the parties, you agree that all or any claim or dispute you may have against Reap arising out of or in relation to this Agreement including its interpretation, validity or existence, must be resolved by a court located in Hong Kong SAR China. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong SAR China for the purpose of any suit, action or other proceeding arising out of this Agreement or your use of our Services.

11. Obligations of Platform Providers.

11.1 Application. This Section 11 applies to you to the extent you are participating in and using the Program Services as a Platform Provider.

11.2 Platform Company and Authorized User Acceptance of Terms.

(a) General. As a Platform Provider, you may use the Program to permit Companies connected to your Platform (individually, a "**Platform Company**" and, collectively, "**Platform Companies**") to procure Cards for distribution to their Authorized Users. You must ensure that each Platform Company agrees to the terms of this Agreement and will procure the Authorized Users to comply with this Agreement.

11.3 Platform Company Servicing

(a) General. Platform Providers will handle all inquiries from Platform Companies regarding: (i) Card usage, (ii) lost, damaged or stolen Cards, and (iii) all other inquiries from Authorized Users. You agree to handle such inquiries in accordance with Law, including local standards prohibiting unfair or deceptive acts or practices. Unless otherwise agreed to by Reap, you may not outsource your obligations under this Section to any third party. Notwithstanding anything to the contrary in this Agreement, you agree to indemnify Reap for any claims brought by an Authorized User or other party due to your handling of inquiries.

(b) Complaint Handling. You must acknowledge all customer complaints within 5 business days and resolve them within 15 business days from the complaint submission date. You must maintain records of all complaints and resolutions in accordance with Law. You must provide access to Reap for any and all pending and resolved complaints upon request. In the event of any legal or regulatory complaint such as threats of litigation, complaints from regulators or threats to complain to regulators, you must inform Reap within 3 business days.

(c) Security. Platform Providers are solely responsible for the security of any Account Data on your website, your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with the Law and Card Network Rules and the standards and other requirements of the Payment Card Industry Security Standards Council (the "**PCI**

Requirements") when accessing, handling or otherwise maintaining Account Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your Program Account or terminate this Agreement. You are solely responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls ("**Security Controls**") appropriate to mitigate your exposure to security incidents.

- (d) Pricing & Consideration.** As Platform Providers, you acknowledge and agree to pay Reap all prevailing fees and charges for the provision of Reap Card Issuing Services as stipulated in our Fee Schedule and any separate written agreement between Reap and you ("Pricing Agreement").
- (e) Invoicing.** All billings or invoices sent to the Platform Providers shall become due and payable, 30 days from the date of invoice. Unless otherwise agreed in writing, Reap reserves the rights to reasonably revise or amend the applicable fees, charges and payment terms as stipulated in Pricing Agreement, at any time upon prior notice to the Platform Providers. For the avoidance of doubt, the computation stated in the invoice provided by Reap, save for manifest error, shall be final and binding upon the Platform Providers.
- (f) Taxes.** In addition to the fees and charges, the Platform Providers shall pay any applicable taxes, including goods and services tax, sales, excise, import or export, value added or similar tax or duty, or withholding tax ("Taxes"), including any penalties and interest, which may be assessed on the fees and charges. In the event that any withholding taxes are payable under applicable law in respect of any payment due to Reap under this Agreement, the Platform Providers shall gross up such payment such that the balance payable to Reap after deduction of the applicable withholding taxes shall be equivalent to the original amount due to Reap. Reap shall use commercially reasonable efforts to include in its invoices to the Platform Providers any Taxes that Reap is responsible for withholding and collecting (if any).
- (g) Late payment penalty.** If fees and charges are not received when due, Reap may (i) assess a late payment charge of 1.5% per month or the maximum allowed by law, whichever is higher, and (ii) upon notice of such overdue payment and the Platform Providers' failure to provide payment within 5 days of such notice, Reap may suspend the relevant Platform Provider's Program Account and/or Program Services until all overdue charges, fees and late payments are received in full. The Platform Providers may dispute the fees and charges in writing upon receipt of the invoice and the parties will work in good faith to promptly resolve any dispute and the Platform Providers shall pay all undisputed amounts on any invoice when it becomes due.

12. Security Collateral

12.1 Collateral. In certain cases, you may be asked to deposit security collateral to gain access to Program Services. Where applicable and as requested, you must transfer the funds or cryptocurrency ("Funds") as applicable (the "Collateral") into Reap's bank account or depository account as instructed (the "Depository Account"). Reap may change the location of the Depository Account without notice to or consent from the User. Subject to the paragraph titled "Return of Collateral" below, you agree that Reap may, without notice to or consent from you and for its own account or benefit or otherwise, from time to time pledge and repledge, or otherwise transfer or use, either separately or in common with other such Funds, any or all of the Collateral for any purpose and that Reap may do so without retaining in its possession or control for delivery, a like

amount of similar Collateral. The parties agree that the holding of Funds through the Depository or the treatment of Funds in such manner as abovementioned constitutes the use of reasonable care with respect to the custody and preservation of the Collateral. User acknowledges that Collateral sent to an incorrect address may be permanently lost and that Reap will not be responsible for any amounts sent to an incorrect address for any reason.

12.2 Return of Collateral. The Collateral, in the same currency and amount as deposited, shall be returned to you within 10 business days of termination of your Program Account upon your payment in full of any outstanding credit balances and finance charges in accordance with this Agreement. At such time, Reap's sole obligations shall be to direct the Depository to transfer the remaining Collateral in the Depository Account to you, at a wallet address or bank account provided by you to Reap.

12.3 Priority. Reap shall have actual possession of, and a first priority security interest in, the Collateral.

12.4 Grant of Security Interest in Collateral. For valuable consideration, the adequacy and receipt of which is hereby acknowledged, you hereby: (a) pledge, assign, transfer and deliver to Reap, and grant to Reap a continuing and unconditional first priority security interest in all of your present and future rights, title and interest in the following as security for the payment and performance of the indebtedness under the Program Account ("Indebtedness"): (i) all Funds now or in the future held in, on deposit in or otherwise allocated to the Depository Account (including, without limitation, any Funds transferred to the Depository Account after the date hereof by the User); (ii) any other cryptocurrency now or in the future issued with respect to any of the foregoing cryptocurrency as a result of a fork or other event that results in the holders of cryptocurrency receiving additional or replacement cryptocurrency (whether or not such other cryptocurrency is held in, on deposit in or otherwise allocated to the Depository Account); (iii) all rights to receive delivery of or withdraw any of the foregoing Funds from the Depository and all rights against the Depository with respect to the Depository Account, any of the foregoing Funds, and the proceeds thereof; and (iv) all proceeds of the foregoing; (b) agrees that such security interest granted by User to Reap constitutes a valid, first priority security interest in the Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Notwithstanding any termination of this Agreement, Reap's security interest in the Collateral shall remain in effect for so long as any Indebtedness remains outstanding under this Agreement or any of the Related Documents. (c) agrees that Reap has the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Reap may have by law.

12.5 Representation, Warranties and Covenants. To induce Reap to enter into this Agreement, you hereby makes the following representations, warranties and covenants to Reap: (a) except for the security interest in the Collateral granted by you to Reap under this Agreement, you are the sole, legal and equitable owner of the Collateral and no other security agreement, financing statement, or other security instrument covering the Collateral exists; (b) you have rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of liens, adverse claims, and restrictions on transfer or pledge, other than those created by this Agreement or the Related Documents; (c) there are no actions, suits, litigation or proceedings, at law or in equity, pending by or against you before any court, administrative agency, or arbitrator; (d) you are, and at all times will be, in compliance with all applicable laws, regulations and ordinances; (e) you will not sell, dispose or otherwise transfer the Collateral or any interest in the Collateral without prior written consent from Reap; (f) you will not create or allow any other security interest or lien on the Collateral, other than those created by this Agreement or the Related Documents; (g) Upon Reap's

request, you will execute any financing statement or other document necessary to perfect or otherwise record Reap's security interest in the Collateral; and (h) you will promptly pay all taxes and assessments due on the Collateral, if any.

12.6 Default. You shall be in default under this Agreement upon the occurrence of, and continuation of any of the following events, after giving effect to any applicable cure period (each, an "Event of Default"): (a) your failure to timely pay any payment when due; (b) the dissolution or termination of your existence as a going business, your insolvency, the appointment of a receiver for any part of your property, any assignment for the benefit of creditors, any type of creditor workout, the commencement of any proceeding under any bankruptcy or insolvency laws by or against you or any levy, garnishment, attachment or similar proceeding is instituted against any property of yours held by Reap; (c) Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of yours or by any governmental agency against any Collateral securing the Card; (d) you fail to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, any Related Document or any other agreement between you and Reap; (e) Any warranty, representation or statement made or furnished to Reap by you, or on your behalf, under this Agreement or any Related Document is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; (f) A material adverse change occurs in your financial condition, or your ability to repay the Amounts Due or perform under this Agreement or any other Related Document is impaired; (g) User agrees to promptly notify Reap in writing upon the occurrence of any of the events described in this section.

12.7 Remedies. Upon an Event of Default and at any time thereafter, Reap may declare all amounts due under this Agreement immediately due and payable and shall have all the rights and remedies of a Reap under applicable law. Without limiting the generality of the foregoing, you expressly agree that in any such default Reap may take immediate and exclusive possession of the Collateral and that Reap may liquidate the Collateral in whole or in part, at its sole discretion. The proceeds of any sale or disposition of any part of the Collateral shall be distributed by Reap in the following order of priorities: (i) to Reap for any reasonable costs, fees, or expenses incurred in connection with the sale or disposition of the Collateral, including any legal, accounting or other fees incurred; (ii) to Reap in an amount equal to any outstanding and unpaid Indebtedness under this Agreement and the Related Documents; and (iii) any remaining surplus to you, or as a court of competent jurisdiction may direct.

12.8 Reap Appointed Attorney-In-Fact. You hereby appoint Reap as your attorney-in-fact, with full authority in the place and your stead and in your name or otherwise, from time to time during the continuance of an Event of Default to take any action and to execute any instrument that Reap may deem necessary or advisable to accomplish the purposes of this Agreement (but Reap shall not be obligated to and shall have no liability to you or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. You hereby ratify all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

12.9 Security Interest Absolute. To the extent permitted by law, you hereby waive demand, notice, protest, notice of acceptance of this Agreement, Collateral received or delivered and all other demands and notices of any description. To the extent permitted by law, all rights of Reap and liens and security interests hereunder, and all Indebtedness of you hereunder, shall be absolute and unconditional irrespective of: (a) any illegality or lack of validity or enforceability of any Indebtedness or any related agreement or instrument; (b) any change in the time, place or manner

of payment of, or in any other term of, the Indebtedness, or any amendment or other modification of this Agreement or any other agreement, including any increase in the Indebtedness resulting from any extension of additional credit or otherwise; (c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Indebtedness; (d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Indebtedness; (e) any default, failure or delay, willful or otherwise, in the payment of the Indebtedness; (f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, you against Reap; or (g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loan or any existence of or reliance on any representation by Reap that might vary the risk of you or otherwise operate as a defense available to, or a legal or equitable discharge of, you or any guarantor or surety.

12.10 Waiver. Reap shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Reap. No delay or omission on the part of Reap in exercising any right shall operate as a waiver of such right or any other right. A waiver by Reap of a provision of this Agreement shall not prejudice or constitute a waiver of Reap's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Reap, nor any course of dealing between you and Reap shall constitute a waiver of any of Reap's rights or of your obligations as to any future transactions. Whenever the consent of Reap is required under this Agreement, the granting of such consent by Reap in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Reap.

13. General.

13.1 Relationship to Other Reap Agreements. Your use of the Program is concurrently governed by the Related Documents and other agreements that you may have with Reap. In particular, each of the Dashboard, API, and your Program Account, Card Accounts, and Transaction management tools and services available to you in connection with your use of the Program is a "Service". To the extent this Agreement conflicts with the Related Documents, this Agreement will prevail, but solely as applicable to the Program Services.

13.2 Entire Agreement. This Agreement, together with the Reap Services Agreement and the other agreements that you may have with Reap constitute the complete understanding of you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.

13.3 Notices and Communications. You consent to accept notices and communications under this Agreement electronically and understand this has the same legal effect as a physical signature. We (or your Platform Provider) may send notices to your Program Account through the Dashboard, or to the email addresses or phone numbers maintained in your Program Account.

13.4 Account Support. Reap will provide you with support to resolve general issues relating to your Program Account and your use of the Program. This support includes resources and Documentation that we make available to you through the current versions of Reap's support pages, API documentation, and other pages on Reap's website <https://Reap.com/>. The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please contact us or, in the case of a Platform

Company, your Platform Provider. Administrators and Authorized Users may reach customer service by contacting us online.

13.5 Severability. If any provision of this Agreement is determined by any court or governmental authority to be invalid, illegal, or unenforceable, this Agreement will be enforced as if the unenforceable provision were not present and any partially valid and enforceable provision will be enforced to the extent that it is enforceable.

13.6 Assignment. We may transfer, sell, or assign your Program Account, associated Card Accounts, Cards, this Agreement or any other rights or obligations under this Agreement. You may not transfer, sell, or assign your Program Account, associated Card Accounts, Cards, this Agreement or any of your obligations under this Agreement to another person or entity without Reap's prior written consent. Any assignment in violation of the foregoing will be null and void from the beginning. All representations, warranties, covenants and agreements by or on behalf of you contained in this Agreement shall bind your successors and assigns and shall inure to the benefit of Reap and its successors and assigns.

13.7 Updates to this Agreement and Related Matters. We may prospectively add to, delete, or amend this Agreement at any time. We reserve the right, subject to Law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement by posting such changes on our Website or any other website we maintain or own or by delivering notice of changes to you electronically, and your continued use of the Program will constitute acceptance of any these amended or new terms.

13.8 Survival. All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including Sections 3.13 ("Default; Failure to Pay; Collections"), 5.1 ("Data Protection"), 5.2 ("Program Data"), 5.4 ("Reap's Security"), 5.6 ("Right to Audit"), 6.2 ("Use of Marks"), 7 ("Disclaimer"), 8 ("Limitation of Liability"), 9 ("Indemnification"), 10 ("Governing Law and Dispute Resolution"), 13.1 ("Relationship to Other Reap Agreements"), 13.2 ("Entire Agreement"), 13.3 ("Notices and Communications"), 13.5 ("Severability"), 13.6 ("Assignment"), 13.7 ("Updates to this Agreement and Related Matters"), 13.8 ("Survival"), 14 ("Definitions"); and any related terms in the Related Documents.

14. Definitions.

"Account Data" means personal or business information that Company and/or Platform Provider provides to Reap to determine your eligibility for a Program Account.

"Account Statement" means a report detailing Charges and other amounts owed on or credited to your Program Account.

"Administrator" has the meaning assigned to it in Section 1.

"Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with another entity.

"Authorized User" has the meaning assigned to it in Section 1.

"Business Day" means any Monday through Friday, except for those that occur on a bank holiday in Hong Kong.

"Card" means a business charge card issued by Reap, linked to a Card Account, and enabled for Transactions over the Card Network. Cards may either be a physical card embossed with a 16-digit

number or a virtual card represented by a 16-digit number. References to "Card" or "Cards" in this Agreement includes the Card Account(s) linked to the Card or Cards.

"Card Account" means a sub-account of a Program Account that is linked to a Card issued to you.

"Card Network" means the payment card network operated by Visa.

"Card Network Rules" means the operating rules, regulations and other requirements of the Card Networks.

"Card Printer" has the meaning assigned to it in Section 6.2.

"Charge" means the use of the Card to complete a Transaction.

"Company" means the entity that has qualified for and established a Company Account and one or more Card Accounts.

"Company Account" means the account for which you may request the issuance of Cards, and includes the records we maintain to (a) account for the value of the funds available for Charges on Cards, (b) establish Card Accounts, (c) provide Transaction Histories, and (d) inform you of fees and payments you owe.

"Complaint" means any expression of dissatisfaction with a product, service, policy, or employee related to the Program except those expressions made by holders of Card Accounts who are employees of a Company.

"Data" used without a modifier means all Personal Data, Account Data and Program Data.

"Daily Spending Limit" means the maximum aggregate daily amount available for Charges on your Program Account across all Cards and Card Accounts.

"Disputed Charge" means a Charge that you report as erroneous or unauthorized.

"Law" means all laws, rules and regulations applicable to you or us and/or your use of the Program Services.

"Notice(s)" means any notifications, demands, requests and/or any written communications given by one party to another and is further defined in 13.3.

"Personal Data" means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Program.

"Platform" or **"Platform Provider"** means a platform that Reap has authorized to offer Platform Companies access to the Program Services.

"Platform Account" means an account provided by Reap and used by Platform Provider to issue Company Accounts for Platform Companies and Cards for their Authorized Users.

"Platform Company" and **"Platform Companies"** have the meaning assigned in Section 11.2.

"Principal Owners" means, with respect to a legal entity: (a) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity; and (b) one individual with significant responsibility for managing the legal entity, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) or any other individual who regularly performs similar functions.

“Program” means the program through which Reap issues Cards and extends credit to you, and Reap provides a Program Account, Cards, and Transaction management tools and services, in each case, for use by your Administrators and Authorized Users, as applicable.

“Program Account” means a Company Account or Platform Account, as applicable.

“Program Data” means information associated with eligibility criteria, your Program Account, Card Accounts, Cards (including CVVs and PINs), Administrators, Authorized Users, Charges, access credentials, Statements, records, regulatory compliance data, and any other information we use or generate to provide the Program Services to you, but does not include Personal Data.

“Program Services” means the Program Account, Cards, Charges and payment processing for the Cards, Account Statements, Transaction Histories, and all other services, including the Reap Card Issuing Services provided to you by us in connection with the Program.

“Representative” has the meaning assigned to it in Section 2.1.

“Reap Card Issuing Services” means an API-based solution offered by Reap to you to establish any Card-related Program and to issue fully functioning Virtual Cards and/or physical Cards for your clients. In the course of providing such issuing services, Reap shall provide a Program Account to you.

“Settlement Currency” means the settlement currency of your Reap Card as chosen during your application for the Program Services.

“Transaction” means a request initiated by you to make a payment with a Card for the purchase of goods or services or to obtain a cash-advance at an ATM.

“Transaction History” means the record of Charges, Transactions, and payments made on your Program Account.

“Virtual Cards” means a virtual account number or code issued by Reap and assigned to a Company Account that may be used by a Company or an Authorized User to conduct Transactions.

“Visa” means Visa Worldwide Pte. Limited.

“Website” means <https://reap.global/en/>