

AFFILIATE AGREEMENT

This Affiliate Agreement (“**Agreement**”) dated as of the Commencement Date is entered into by and between Wise Payments Japan K.K., a company incorporated and registered in Japan with company number 011001100453 and whose registered address is 1-6-1, Otemachi, Chiyoda-ku, Tokyo, 100-0004, Japan (“**Wise**”); and you (“**Affiliate**”, and together with Wise, the “**Parties**”, and each a “**Party**”)

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:

1. SUBJECT MATTER

- 1.1 This Agreement sets out the terms upon which the Parties will cooperate and the remuneration that Wise will pay to Affiliate for the services provided under this agreement.
- 1.2 This Agreement is non-exclusive and does not prevent or restrict the Parties from entering into similar or different agreements with third parties. Wise makes no representation that the terms of this Agreement are similar to or the same as the terms of any other agreement it has entered or may enter into with any third party.

2. RIGHTS AND OBLIGATIONS

- 2.1 Obligations of both Parties. According to this Agreement, both Parties are obliged to:
 - (a) act, for the duration of the Term of this Agreement, in accordance to the Applicable Law;
 - (b) hold all of the licences, permits and certificates required to engage in this Agreement; and
 - (c) share and use information only and to the extent necessary for the performance of the services and obligations provided herein, and refrain from sharing any commercially sensitive information, including but not limited to price costs, strategic or marketing plans, pipeline products or research and development plans, or from taking any action that violates (or could be deemed to violate) competition laws.
- 2.2 Obligations of Affiliate. Affiliate acknowledges and undertakes that:
 - (a) The Affiliate is responsible for operating and maintaining the Affiliate Platform and for maintaining the Affiliate Links (including their proper integration into the Affiliate Platform) and all materials, including the Wise Campaign Elements, which appear on it.
 - (b) The Affiliate agrees to use the Wise Campaign Elements only on the Affiliate Platform and only in relation to the Affiliate Link. The Affiliate must not modify the Wise Campaign Elements.

- (c) The Affiliate is solely responsible and liable for the Affiliate Platform, Affiliate Links or any other media in its control, and all content published, including any content relating to Wise. The Affiliate agrees that the Affiliate Platform and Affiliate Links will not contain or link to any content that breaches the standard terms of use, Wise Acceptable Use Policy, any other applicable policies or guidelines that Wise provides or makes available, or any Applicable Laws or regulations.
- (d) The Affiliate shall keep the Affiliate Platform, Affiliate Links or any other media in its control, and all content published, including any content relating to Wise correct, true and up to date.
- (e) The Affiliate must give Wise the opportunity to approve Affiliate's use of the Wise Campaign Elements on the Affiliate platform and acknowledges that Wise may, in its sole discretion, prohibit such use at any time and for any reason.
- (f) The Affiliate must not use Wise Campaign Elements; Wise Brand Terms; combinations, misspellings, adaptations of Wise Brand Terms, domain names and websites; and/or affiliation with Wise through this Agreement for the purpose of promoting or advertising Affiliate's own products or services without receiving Wise's prior explicit written consent.
- (g) The Affiliate shall not, without Wise's prior written consent, make or give any representations, warranties or other promises concerning the Transfers or any other services provided by Wise.
- (h) The Affiliate agrees not to market or otherwise advertise any services which are not currently provided by Wise at the date of this Agreement or are otherwise not permitted under the standard terms of use or Wise Acceptable Use Policy.
- (i) The Affiliate must comply with all Applicable Laws, regulations and codes, as well as all of Wise's instructions and directions, with respect to the Affiliate's activities under this Agreement, in particular the content and format of the Affiliate Links and the Wise Campaign Elements.
- (j) The Affiliate understands that it has no authority to legally bind Wise in relation to Users or anyone else and that it has not been appointed as, and is not, the agent of Wise for any purpose. The Affiliate must not make any representation or commitment about Wise, the Wise Website or any of the services available on the Wise Website to any person.
- (k) The Affiliate understands that it shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Wise, including for the provision of the services available on the Wise Website or the prices for Transfers on the Wise Website, and shall not negotiate any terms for the Transfers on the Wise Website.

- (l) The Affiliate must clearly disclose the affiliate relationship between Wise and the Affiliate on the Affiliate Platform where content relating to Wise is published.
- (m) The Affiliate agrees not to use Google ads, paid native advertising or any other paid search engine or social media advertising services to carry out any paid search activities to drive traffic directly to Wise, such as bidding against any Wise Brand Terms, unless explicit prior written approval is given by Wise. This also includes bidding against any misspellings of the Wise trade marks, brand names or logos.
- (n) The Affiliate agrees not to use Google ads, paid native advertising or any other paid search engine or social media advertising services to carry out any paid search activities, such as bidding against generic keywords to drive traffic to the Affiliate Platform to be later redirected to Wise without receiving explicit prior written consent from Wise.
- (o) The Affiliate agrees that if given notice by Wise it will cease from bidding on Wise Brand Terms in a search engine advertising service which Wise claims are related to their business.
- (p) The Affiliate warrants that it will not use any platforms that provide voucher codes and/or coupons as part of their Affiliate Platform. Such platforms are prohibited by Wise from entering into this Affiliate Agreement.
- (q) The Affiliate shall not knowingly directly target any Wise customer or social media follower that has clearly identified it/him or herself as such.
- (r) The Affiliate will only use the Affiliate Link on the Affiliate's Platform and any other platform approved by Wise in advance. The Affiliate shall not alter or make efforts to hide the referral source without prior approval from Wise.
- (s) The Affiliate shall not direct link from search advertising to the Wise Website or any other websites operated by Wise.
- (t) The Affiliate understands that it shall not do any act or omission that may discredit the name and brand of Wise or Wise Group
- (u) The Affiliate warrants that it has full power and authority to enter into this Agreement.
- (v) If an individual who is an existing customer of Wise becomes a party to this agreement, he or she can no longer use any of Wise's other referral programmes (including the refer-a-friend scheme) to promote Wise.

2.3 Obligations of Wise. Wise acknowledges and undertakes that:

- (a) Wise will, or will procure that the Wise Tracking Partner will, provide the Affiliate with one or more tracking links to redirect Users from the Affiliate Links to the Wise Website.

- (b) Wise shall, from time to time, notify the Affiliate of any changes or updates to the Wise Campaign Elements, the Wise Website, Wise Brand Terms, and cross currency Transfer routes provided by Wise which are applicable to the Affiliate.
- (c) This Agreement is non-exclusive and does not prevent or restrict Wise from entering into similar or different agreements with third parties. Wise makes no representation that the terms of this Agreement are similar to or the same as the terms of any other agreement it has entered, or may enter into, with any third party.

3. REMUNERATION

- 3.1 Subject to clause 2.2 and unless Wise directs otherwise, the Wise Tracking Partner will pay the Affiliate the Payout of the commercial agreement as set out in Wise Tracking Partner interface for each User who:
 - 3.1.1 creates an account with Wise and initiates a Commissionable Action; and
 - 3.1.2 completes a Commissionable Action (noting that completion of a Commissionable Action will not occur where: (i) the User does not fund the transfer; or (ii) the User is issued a refund for their transfer and does not then continue on to complete a cross-currency transfer; or (iii) the User's transfer is returned to Wise due to incorrect recipient bank account details resulting in a bounced transfer; or (iv) The balance conversion was not successful; or (v) Wise exercises its right to cancel the Transfer, pursuant to Wise's standard terms of use) ('**Completed Commissionable Actions**').
- 3.2 Unless otherwise provided in this Agreement, the Affiliate shall not be entitled to a Payout unless each User has executed a Completed Commissionable Actions via the Wise Website in accordance with clause 3.1 above. Where Payouts have been made to the Affiliate in respect to actions that do not qualify as Completed Commissionable Actions in accordance with clause 3.1 above, Wise shall notify the Affiliate or vice versa and the Affiliate shall refund Wise the excess Payout as soon as possible.
- 3.3 All Wise accounts registered by Users can and will be subject to checks at Wise's discretion. These checks aim at preventing unintended, abusive, fraudulent, or unlawful use of the provided Affiliate Links. Such uses include, but are not limited to: (i) creation of User accounts by the Affiliate and completion of one-off Commissionable Actions for the purpose of receiving Payout in accordance with clause 3.1 above; (ii) creation of User accounts by third parties on the behalf of the Affiliate and completion of one-off Commissionable Actions for the purpose of Affiliate receiving Payout in accordance with clause 3.1 above. Depending on the results of these checks Wise at its own discretion will have the right to:
 - (a) suspend/prevent a payout to the Affiliate until further notice
 - (b) if Payout for investigated User accounts was already made, subtract paid amount from future Payouts.

- (c) if Payout for investigated User accounts was already made, notify the Affiliate and the Affiliate shall refund Wise the Payout in full as soon as possible.
- (d) claim breach of the Agreement by the Affiliate and proceed with termination in accordance with clause 7.3(a) below.

- 3.4 The Affiliate shall not be entitled to Payouts which are attributable to any activity which is in breach of the Affiliates's obligations at clause 2.2 or any activity which is otherwise in breach of the Wise Acceptable Use Policy or standard terms of use.
- 3.5 During the term of this Agreement, Wise will use reasonable efforts to ensure Payout will be made within thirty (30) calendar days after the relevant Completed Commissionable Action. Payment will be made to a bank account specified by the Affiliate and Affiliate is at all times responsible for keeping the information about the relevant bank account up to date.
- 3.6 Wise will have the right to, at its own discretion, suspend Payouts in case of inability to attribute increase in traffic on the Wise Website to the Affiliate. In such cases Wise will actively reach out to the Affiliate to seek clarifications, while the Affiliate will be obliged to provide said clarifications. Both Parties agree to cooperate and do all things reasonably required to resolve the issue.
- 3.7 Wise will have the right to terminate this agreement, at its own discretion, if Affiliate's clarifications provided pursuant to the clause 3.6 above are considered by Wise to be fake, untrue, illegitimate and/or fraudulent.

Additionally, Wise reserves the right to terminate this agreement, at its own discretion, if upon examination of Affiliate's clarifications Wise has reasonable suspicions that Affiliate's activities are illegal, fraudulent or exceed Wise's risk appetite.

- 3.8 All sums payable under this Agreement are inclusive of value added tax (as applicable).
- 3.9 Each Party is responsible for payment of its own taxes, duties, fees or other governmental levies or charges.

4. STANDARD TERMS OF USE

- 4.1 The Affiliate will not use the Affiliate Platform, including the Affiliate Links, or any other media in its control:
 - 4.1.1 in a manner which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

- 4.1.2 to transmit any data or materials which contain viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programme or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - 4.1.3 to generate artificial traffic to the Wise Website, such that traffic recorded by the Wise Tracking Partner is higher than the number of unique Users who are directed to the Wise site by the Affiliate Link;
 - 4.1.4 to utilise a tracking link obtained through, or otherwise refer to, another Wise referral programme (including the refer-a-friend scheme) in conjunction with the Affiliate Link; or
 - 4.1.5 to promote, include and/or link to any content that is sexually explicit, violent, illegal, deceptive, misleading, harmful, obscene, defamatory, unethical infringing or violative of any third party right
- 4.2 The Affiliate further warrants not to display or transmit any material on the Affiliate Platform, including the Affiliate Links, or any other media in its control which:
 - 4.2.1 is threatening, abusive or invasive of another's privacy, or causes annoyance, inconvenience or needless anxiety
 - 4.2.2 is likely to harass, upset, embarrass, alarm or annoy any other person;
 - 4.2.3 impersonates any person, or misrepresents the Affiliate's identity or affiliation with any person; or
 - 4.2.4 gives the impression that such material emanates from Wise (if this is not the case)
 - 4.2.5 is in a manner not explicitly approved by Wise, or goes against previously permitted uses of Wise Campaign Elements in accordance with clause 2.2 (e).
- 4.3 In addition to clauses 4.1 to 4.2, the Affiliate shall at all times comply with the Wise Acceptable Use Policy.
- 4.4 If the Affiliate breaches any of its obligations under clause 2.2 or this clause 4, or commits any other material breach under this Agreement, without prejudice to any other rights or remedies Wise has, Wise may terminate this Agreement with immediate effect by giving notice to the Affiliate.
- 4.5 Affiliates should maintain copies of promotional materials published for Wise pursuant to this Affiliate Agreement for a period of at least 6 years after publication. Wise has the right to request copies of these promotional materials at any time for review and audit purposes, to ensure compliance with local state and federal regulations. Any requests from Wise for copies of promotional materials for Affiliates must be completed within 15 days from the date of the request.

5. WARRANTIES

5.1 Each Party warrants to the other Party that:

- (a) it has obtained all authorisations and done all things necessary in order to enter into this Agreement and to perform its obligations under this Agreement;
- (b) it is not aware of anything which will, or might reasonably be expected to, prevent or impair it from performing all of its obligations under this Agreement, in the manner and at the times contemplated by this Agreement;
- (c) all information provided to the other Party, prior to the Commencement Date and during the Term of this Agreement, is truthful, accurate and complete, and all material information has been disclosed;
- (d) it will comply with all Applicable Laws when performing its obligations under this Agreement; and
- (e) this Agreement has been duly executed by it and constitutes binding obligations on its part, enforceable against it in accordance with its terms.

5.2 THE SERVICES ARE PROVIDED BY WISE UNDER THIS AGREEMENT ON AN "AS-IS" BASIS. WISE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WISE DOES NOT GUARANTEE THAT THE WEBSITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER.

6. LIABILITY AND INDEMNITIES

6.1 The Affiliate undertakes that it shall perform its obligations under the Agreement with reasonable care and skill. Nothing in this Agreement limits or excludes liabilities, warranties and representations that cannot be limited or excluded by the Applicable Law.

6.2 No Special Damages. To the maximum extent permitted by law and notwithstanding any other provision in this Agreement, neither Party shall be liable to the other Party whether in contract, tort (including negligence), breach of statutory duty, equity, misrepresentation (whether innocent or negligent), restitution or otherwise for any all loss of profit, loss of use of money, loss of revenue, loss of contracts, increased costs and expenses, wasted expenditure, dilution of goodwill, loss or corruption of data and all indirect, incidental, consequential, special, punitive or exemplary damages, however arising under this Agreement even if Parties have knowledge of the possibility of such damages arising from or related to this Agreement.

6.3 Indemnity. Affiliate will indemnify and hold Wise Group, and each of its officers, agents, partners and employees ("**Wise Indemnitees**") harmless from any claims or demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees), whether direct or indirect, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Wise Indemnitees, arising out of, or in connection with:

- (a) Affiliate's breach of this Agreement, including any warranties, representatives and undertakings;
 - (b) the fraud or wilful misconduct committed by the Affiliate, its officers, agents, partners or employees;
 - (c) Affiliate's actions that damage the reputation of any of the Wise Indemnitees;
 - (d) the failure of the Affiliate to comply with Applicable Laws or regulations;
 - (e) any act or omission of Affiliate including negligence which causes or contributes to any loss or damage to a person or property;
 - (f) Affiliate's infringement or alleged infringement of a third party's rights (including any intellectual property rights); and
 - (g) any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Company's personnel, regulator or client of Wise) against Wise caused by the act or omission of Affiliate.
- 6.4 The Affiliate acknowledges that the User tracking services and payment of amounts due to the Affiliate under this Agreement are services provided by the Wise Tracking Partner and therefore Wise will have no liability to the Affiliate for any delay or failure in the provision of these services (unless such delay or failure is solely caused by the Wise's fault).
- 6.5 Limitation of liability. The Wise's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the amount paid by Wise to the Affiliate during the 12 months preceding the date on which the claim arose.

7. TERM AND TERMINATION

- 7.1 Term. This Agreement shall commence on the Commencement Date and shall continue for a period of one (1) year (the "**Initial Term**") and, thereafter, this Agreement shall be automatically renewed for successive periods of one (1) year ("**Extended Period**"), unless (i) a Party terminates this Agreement by providing thirty (30) days written notice to the other Party; (ii) or this Agreement is otherwise terminated in accordance with the other provisions of this Agreement. The Initial Term together with any subsequent Extended Periods shall constitute the "**Term**".
- 7.2 Termination for convenience. Without affecting any other right or remedy available to it, Wise may immediately terminate this Agreement by giving a written notice to the other Party.
- 7.3 Termination for cause. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a breach (or a series of breaches of this Agreement which, when taken together, have the impact, or effect of, or otherwise amount to, a material breach) and if such breach(es) is remediable, fails to remedy such breach(es) within fourteen (14) days of that Party being notified in writing to do so;
- (b) a Regulatory Authority imposes restrictions or makes a decision with the effect that any Party is, or will be, unable to perform this Agreement in compliance with a legal or regulatory requirement, or in accordance with Applicable Law (provided that this Agreement shall not terminate until the date of such withdrawal, or the being notified in writing to do so);
- (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (d) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the said Party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy;
- (e) the other Party becomes subject to an Insolvency Event;
- (f) any act or omission of the other Party causes or could cause the Party to breach the terms of its Regulatory Authorisation; or
- (g) the event of a Force Majeure Event which has the effect of preventing a Party from performing any of its obligations under this Agreement for a period exceeding one (1) month.

7.4 Consequences of Termination. On termination of this Agreement for any reason:

- (a) all licences and benefits granted under this Agreement shall immediately terminate;
- (b) Wise shall pay any Remuneration owed by Wise to Affiliate at the moment of termination in accordance with clauses 3.1 - 3.6;
- (c) Affiliate acknowledges that after the date of termination it will have no claim against Wise whatsoever and is not entitled to any compensation or claim arising from the termination unless Wise does any act or thing or makes any statement which is grossly negligent, reckless, fraudulent or is misleading or deceptive conduct;
- (d) Unless specified otherwise in this Agreement, Affiliate must destroy or return to Wise (as directed by Wise) (i) any materials, documentation and other items (and all copies of them) belonging to Wise; (ii) all Wise Campaign Elements and Affiliate Links from the Affiliate Platform; and (iii) all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information (as defined below), unless it is required to maintain such information in accordance with Applicable Law;

- (e) any rights, remedies, obligations or liabilities of the Party that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced;
- (f) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect;
- (g) in no event shall either Party make any public statement or communication regarding the termination of this Agreement without the express prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed; and
- (h) The Parties agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments, or any statement or comment that may affect the image, reputation and honor of the other Party. Further, the Parties hereto agree to forbear from making any public or non-confidential statement with respect to any claim or complaint related to or against either party without the mutual consent of each of them, to be given in written form, in advance of any such statement.

8. NOTICES

8.1 All notices, requests and approvals required by this Agreement shall be in writing and transmitted between the Parties addressed as follows:

(a) if to Wise:

Wise Payments Japan K.K.,
1-6-1, Otemachi, Chiyoda-ku, Tokyo, 100-0004, Japan
Attention: Partners team
Copy via email: partnerwise@wise.com

(b) If to Affiliate:

To contact information submitted by the Affiliate to the Tracking Partner.

8.2 All such notices, requests, and approvals shall be deemed given:

- (a) upon the earlier receipt of email transmission (provided proof of successful transmission is retained) during the normal Business Day or actual receipt;
- (b) if delivered by hand, at the time and date of delivery shown on the delivery receipt; and
- (c) if sent by pre-paid recorded delivery post (or any equivalent postal service), four (4) Business Days from the date of posting as shown on the postal receipt.

8.3 The provisions of this clause 8 shall not apply to the service of legal proceedings.

9. **CONFIDENTIAL INFORMATION**

9.1 Definition. For purposes of this Agreement, “**Confidential Information**” shall mean:

- (a) any information marked confidential or that would be regarded as confidential by a reasonable business person that is provided by or on behalf of a Party (or its affiliates) to another Party or its agents in connection with this Agreement (whether orally, in writing or in any other form);
- (b) any information concerning the business or properties of a Party or its affiliates, including the terms and conditions of this Agreement (as well as proposed terms and conditions of any amendments, renewals, or extensions of this Agreement), any proposed or agreed upon terms and conditions of any other agreement executed by and between the Parties or their Affiliates, sales volumes, test results, and results of marketing, reports generated by a Party or its affiliates, any information that relates to the Disclosing Party’s clients, including lists of clients and their requirements, any information that relates to the Disclosing Party’s suppliers, including their terms of service and requirements, trade secrets, business and financial information (including including performance or profitability reports and margins), source codes, business methods, procedures, trade secrets, know-how and other information (including Intellectual Property) of every kind that relates to the business of a Party or its affiliates; and
- (c) Any information relating to a Party or its affiliates, or its respective businesses, employees, that is otherwise obtained by the other Party in connection with this Agreement.

9.2 Disclosing Confidential Information. A Party receiving Confidential Information (the “**Receiving Party**”) of the other Party (the “**Disclosing Party**”) shall during the Term (i) keep the Disclosing Party’s Confidential Information secure and strictly confidential; and (ii) protect and safeguard the Disclosing Party’s Confidential Information. Except as specifically set forth in this Agreement, the Receiving Party shall not use or disclose Confidential Information of the Disclosing Party except (i) to perform its obligations or enforce its rights with respect to this Agreement; (ii) as expressly permitted by this Agreement; or (iii) with the prior written consent of the Disclosing Party.

9.3 During the Term, the Parties shall, and shall use all commercially reasonable efforts to cause their respective affiliates, directors, officers, employees, representatives and other agents (including any third party vendors) to hold in confidence, not utilise for any purpose not expressly contemplated hereby, and not disclose to any person that is not a Party to this Agreement, any Confidential Information obtained (whether before or after the Commencement Date) from a Party to this Agreement or such Party’s affiliates, directors, officers, employees, representatives and other agents. Parties are at all times liable for their affiliates, representatives, directors,

officers, employees, and other agents' breaches of the confidentiality obligations set out in this Section.

- 9.4 During the Term, a Party may disclose Confidential Information to the extent such Confidential Information is (i) required to be disclosed by Applicable Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction; or (ii) requested in connection with any regulatory report, audit, inquiry or other request for information from a regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other Party advance notice of such disclosure to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.
- 9.5 Both Parties acknowledge that the limitations and restrictions in this Section are necessary and reasonable to protect the Confidential Information of the Parties, and expressly agree that monetary damages may not be a sufficient remedy for a breach of this Section, and therefore each Party will be entitled to seek temporary and permanent injunctive relief against any threatened violation of this Section.
- 9.6 Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.
- 9.7 Exclusion. Notwithstanding the foregoing, Confidential Information shall not include any information:
- (a) obtained from information rightfully in the possession of the Receiving Party (as defined below) that is not otherwise subject to a binding agreement as to confidentiality;
 - (b) that is or becomes generally available in the public domain other than as a result of an unauthorised disclosure or other act or omission by any other Party;
 - (c) that is lawfully received on a non-confidential basis from a third party authorised to disclose such information without restriction and without breach of this Agreement; or
 - (d) that is independently developed by the Receiving Party without the use of any proprietary, non-public information provided by the other Party under this Agreement.
- 9.8 The obligations under this clause 9 will survive termination of this Agreement.

10. INTELLECTUAL PROPERTY

- 10.1 Use of Name and Logo. Except as provided herein, neither Party may use in any manner the other Party's or its affiliates' or sublicensee's name, trade name or corporate logo, or any contraction, abbreviation or adaptation thereof, without the express written consent of the other Party.

- 10.2 Affiliate acknowledges and agrees that Wise and its licensors own all intellectual property rights in the Wise Campaign Elements, the Website and all Wise's products and services (the '**Wise Intellectual Property Rights**').
- 10.3 Except as expressly stated herein, this Agreement does not grant Affiliate any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences belonging to Wise. All such rights are reserved to Wise.
- 10.4 The Affiliate agrees to only use the Wise Intellectual Property Rights in accordance with Wise's written instructions.
- 10.5 The Affiliate must not do, or omit to do, anything that may weaken, damage or detriment the reputation and goodwill associated with Wise
- 10.6 The obligations under this clause 10 will survive termination of this Agreement.

11. PRIVACY AND DATA PROTECTION

- 11.1 Affiliate and Wise will comply with their respective obligations under the Applicable Law, including Privacy Law, each other's Privacy Policy and any applicable industry codes relating to the protection of Personal Data.
- 11.2 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection legislation and regulations, including (without limitation) in Japan, the Act on the Protection of Personal Information. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.
- 11.3 Both parties agree that during and after performance of the Services, Wise will not share any Users' Personal Data with the Affiliate. Wise will remain as the data controller for its own Users' Personal Data.
- 11.4 If at any time during the performance of the Services there is a requirement to share Personal Data between Affiliate and Wise, both parties must enter into a Data Processing Agreement and comply with all applicable data protection laws.
- 11.5 Controls for the Protection of Personal Data. Each Party shall maintain appropriate industry standard technical and organisational measures for protection of the security (including but not limited to protection against unauthorised or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data.
- 11.6 Notwithstanding the expiration or termination of this Agreement, each Party shall continue to comply with its respective obligations under all Applicable Laws in relation to any Personal Data.

- 11.7 Changes to Data Protection Laws and Regulations. If at any time during the term of this Agreement Privacy Laws change in a way that clause 11 is no longer adequate to perform the Services, both Parties agree to negotiate in good faith to review clause 11 in light of the new legislation.

12. ASSIGNMENT

- 12.1 Wise may at any time without Affiliate's consent assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 12.2 The Affiliate must not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of Wise (such consent must not be unreasonably withheld).

13. NO AGENCY OR PARTNERSHIP

- 13.1 The Parties agree that nothing in this Agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership, and each Party shall be solely responsible for its own action or inaction.
- 13.2 In performing the services under this Agreement, Affiliate is an independent contractor and as such is liable for any taxes, insurance contributions or any other assessments incurred by it in the course of business generally and in relation to this Agreement.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Japan.
- 14.2 The Parties irrevocably agree that the courts of Japan have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), save that either Party may bring proceedings for injunctive relief in any alternative jurisdiction in the case of breach or anticipated breach by the other Party of its obligations relating to confidentiality and intellectual property rights as set out in this Agreement.

15. GENERAL

- 15.1 Entire Agreement. This Agreement, together with any Schedules, Annexes, Appendices, Insertion Order constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes and extinguishes all previous agreements, draft agreements, arrangements, undertakings of any nature made by the Parties, whether oral or written, in relation to that subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation,

assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

- 15.2 Force Majeure. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including, strikes, lock-outs or other industrial disputes (whether involving the workforce of Parties or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (each a “**Force Majeure Event**”). If the Force Majeure Event makes it impossible for the relevant Party to perform any of its obligations under this Agreement for a period exceeding one (1) month, that Party may terminate this Agreement with immediate effect by giving written notice to the other Party.
- 15.3 No Waiver. No delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence by either party in respect of any breach of the other party's obligations under this Agreement is to operate as a waiver of or prevent the subsequent enforcement of that obligation or be deemed a delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence in respect of, or a waiver of, any subsequent or other breach.
- 15.4 Cooperation. Each party will sign all documents and do all things reasonably required by the other party to give effect to the terms of this Agreement..
- 15.5 Severance. If any provision or part-provision of this Agreement is found by any court or authority of competent jurisdiction to be invalid, illegal or unenforceable, the provision or part-provision shall be deemed to not form part of this Agreement and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of Applicable Law.
- 15.6 Variation. Wise may amend this Agreement from time to time by notice to the Affiliate.
- 15.7 Counterparts. This Agreement may be executed in two or more counterparts each of which will be deemed to be an original, but all of which when taken together will constitute one and the same instrument.
- 15.8 Rights and remedies. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.9 Third party rights. A person who is not a Party shall have no right to enforce any term of, or enjoy any benefit under, this Agreement.

16. **DEFINITIONS AND INTERPRETATION**

- 16.1 In this Agreement, unless the context otherwise requires:

- 16.1.1 **Affiliate** has the meaning set forth in the preamble.
- 16.1.2 **Affiliate Link(s)** means a trackable hyperlink, in any form, including but not limited to images or text, that directs the User to the Wise Website
- 16.1.3 **Affiliate Platform** has the meaning of Affiliate's promotional platform, included but not limited to the Affiliate's website, mobile application, or social media page, notified to Wise during the affiliate application process, and any future version of that website, mobile application, or social media page.
- 16.1.4 **Agreement** has the meaning set forth in the preamble.
- 16.1.5 **Applicable Law** means the applicable laws, court opinions, rules and regulations of Japan or of another nation state, as applicable, or the various agencies, departments or administrative or governmental bodies, and any regulatory guidance, determinations of (or agreements with) a Regulatory Authority and directions or instructions from (or agreements with) any Regulatory Authority, to the extent applicable to the activities of either Party pursuant to this Agreement or as otherwise applicable to a Party, as may be amended and in effect from time to time.
- 16.1.6 **Business Day** means a day other than a Saturday, Sunday or public holiday in Japan when financial institutions are open for business.
- 16.1.7 **Commencement Date** means the date when this Agreement is electronically signed or accepted by the Parties.
- 16.1.8 **Commissionable Action** has the meaning of (i) cross currency transfer; (ii) multi currency balance conversion and/or; (iii) Wise card cross currency payment instructed by a User on the Wise Website.
- 16.1.9 **Data Processing Agreement** has the meaning of a legally binding contract between parties that states the rights and obligations of each party concerning the protection of personal data
- 16.1.10 **Insolvency Event** means circumstances under which a Party (i) has a receiver or similar officer appointed over all or a material part of its assets or undertaking; (ii) passes a resolution for winding-up (other than a winding-up for the purpose of, or in connection with, any solvent amalgamation or reconstruction) or a court makes an order to that effect or a court makes an order for administration (or any equivalent order in any jurisdiction); (iii) enters into any composition or arrangement with its creditors (other than relating to a solvent restructuring); (iv) ceases to carry on business.
- 16.1.11 **Intellectual Property** means (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including goodwill associated with any trademarks or trade and business names), copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or

extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information

16.1.12 **Party(ies)** has the meaning set forth in the Preamble.

16.1.13 **Payout** means the fees to be paid by Wise to the Affiliate under this Agreement.

16.1.14 **Personal Data** means any information relating to an identified or identifiable natural person which is processed pursuant to the Agreement. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

16.1.15 **Privacy Laws** mean all privacy and data protection laws and any applicable national implementing laws, regulations and secondary legislation that apply to either party or any party or any users or any potential users.

16.1.16 **Privacy Policy** means a statement made to a data subject and other interested parties describing how the organisation collects, uses, retains and discloses Personal Information.

16.1.17 **Regulatory Authority** means national, international or local governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other entity having jurisdiction over a Party or the subject matter of this Agreement.

16.1.18 **Regulatory Authorisations** means those authorisations, licences, permits and consents issued by a Regulatory Authority that must be obtained by any Party in order for it to be able to perform its obligations under this Agreement.

16.1.19 **Services** mean promoting Wise to the Affiliate's audience or customer base by using Affiliate Link provided through the Affiliate Platform for the purpose of helping Wise acquire new cross currency Users.

16.1.20 **Transfer** means a foreign currency transfer instructed by a User on the Wise Website

16.1.21 **Tracking Partner** has the meaning of the partnership management company used by Wise to manage its affiliates and partners

16.1.22 **User** means any person who has clicked through to the Wise Website via the Affiliate Link.

16.1.23 **Wise** has the meaning set forth in the preamble.

16.1.24 **Wise Acceptable Use Policy** means the policy (as amended from time to time) which sets out the permitted uses and prohibited uses of Wise's services currently available here [<https://wise.com/acceptable-use-policy>], [<https://wise.com/terms-and-conditions>].

16.1.25 **Wise Brand Terms** have the meaning of all Wise Campaign Elements, and any related or similar trade marks, logos, branding or text copy, including related combinations, and misspellings (e.g., transfer wire, transfer vise, transfer way, transfer ways, transfer wire, transfer wire money, transfer wires, transfer wis, transfer wisse, transfer wize, transfereise, transferiwise, transfersise, transferwi, transferwie, transferwiese, transferwife, transferwire, transferwisa, wize transfer, Wise safe, Wise works).

16.1.26 **Wise Campaign Elements** have the meaning of trade marks, logos, branding or text copy, and any other digital materials, provided or otherwise made available to the Affiliate by Wise for the purpose of use by the Affiliate under this Agreement.

16.1.27 **Wise Group** means (a) Wise; (b) its subsidiaries and holdings companies; and (c) the holding companies and every subsidiary of each such holding company, in each case from time to time (and for this purpose 'subsidiary' and 'holding company' shall be construed in accordance with section 1159 of the Companies Act 2006).

16.1.28 **Wise Website** means Wise's website, currently available at [<https://wise.com>]. The Wise Website includes all future versions, localised versions and replacements of such websites.

16.2 Certain Interpretative Matters. As used in this Agreement,

16.2.1 the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation";

16.2.2 the word "or" is disjunctive, but not necessarily exclusive;

16.2.3 references to "yen", "JPY" or "¥" shall be to Japanese yen;

16.2.4 any section, subsection, paragraph, subparagraph or clause headings contained in this Agreement are for reference purposes only;

16.2.5 any reference made in this Agreement to a rule, statute, regulatory, subordinate legislation or the like ("legislation") shall be construed as referring to any legislation that consolidates, amends, replaces, supplements, supersedes or re-enacts such legislation at any time;

16.2.6 where permitted, words in the singular shall be deemed to include the plural and vice versa; and

16.2.7 unless otherwise specified in this Agreement, the terms defined in this Agreement that refer to a particular agreement, instrument or document

include all renewals, modifications, amendments, supplements of such agreement, instrument, or document.