

Mural Platform Terms of Service

These Mural Platform Terms of Service (this “**Agreement**”), effective as of Customer’s acceptance date (the “**Effective Date**”), is by and between Mural Technologies, Inc., a Delaware corporation with offices located at 169 Madison Avenue, Suite 2476, New York, NY 10016 (“**Mural**”), and the individual or entity requesting access to the Mural Services (“**Customer**”). Mural and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Mural provides access to the Mural Services to its customers; and

WHEREAS, Customer desires to access the Mural Services, and Mural desires to provide Customer access to the Mural Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) “**Aggregated Statistics**” means data and information related to Customer’s use of the Mural Services that is used by Mural in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Mural Services.
- (b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Mural Services under the rights granted to Customer pursuant to this Agreement.
- (c) “**Blockchain**” means the computer networks used to exchange Stablecoins.
- (d) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Mural Services.
- (e) “**Documentation**” means Mural’s user manuals, handbooks, and guides relating to the Mural Services provided by Mural to Customer either electronically or in hard copy form/end user documentation relating to the Mural Services available at www.muralpay.com.
- (f) “**Issuer**” means a financial institution that issues Stablecoins on various Blockchains.
- (g) “**Mural IP**” means the Mural Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Mural IP includes Aggregated Statistics and any information, data, or other content derived from Mural’s monitoring of Customer’s access to or use of the Mural Services, but does not include Customer Data.
- (h) “**Mural Services**” means the software-as-a-service offering described in **Exhibit A**.
- (i) “**Order Form**” means (i) the document(s) agreed upon between Customer and Mural under this Agreement or (ii) the terms contained in your Customer account, detailing the duration of the then-current Mural Services, Fees, support services, and any other applicable terms.

- (j) **“Transaction”** means any digital order, refund, or any other instruction submitted or transaction initiated by Customer or Authorized User through the Mural Services.
- (k) **“Stablecoin”** means a digital asset that is, or is designed to be, used as a means of payment or settlement; and the Issuer of which (i) is obligated to convert, redeem, or repurchase for a fixed amount of monetary value, not including a digital asset denominated in a fixed amount of monetary value; and (ii) represents that such Issuer will maintain, or create the reasonable expectation that it will maintain, a stable value relative to the value of a fixed amount of monetary value.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Mural hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Mural Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Mural shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Mural Services.
- (b) Blockchain Control; Forks; Risks of Stablecoins. Mural does not operate, own, or control any Blockchains, and is not responsible for the operation of any Blockchains that are compatible with the Stablecoins supported by the Mural Services. Mural does not guarantee the functionality, security, or availability of any Blockchains, and has no control over the software code of any of the Stablecoins supported by the Mural Services.

Blockchains are subject to sudden changes in operating rules, and third-parties may from time to time create a copy of a Blockchain and implement changes in operating rules or other features (**“Forks”**) that may result in more than one version of a Blockchain (each, a **“Forked Blockchain”**) and more than one version of a Stablecoin (**“Forked Stablecoins”**). In the event of a Fork, Mural may temporarily suspend any Transactions in process at the time of the Fork with or without notice to Customer. Issuers may not support Forked versions of the Stablecoins they issue and Customer may not be permitted to redeem Forked Stablecoins for fiat currency. Attempts to Fork a Blockchain may also result in complete or partial failure of the Blockchain’s functionality, and the Stablecoins Customer owns that are supported by the Blockchain may become worthless.

There are many risks associated with using Stablecoins, which are described in **Exhibit C** hereto and form a part of this Agreement.

- (c) Documentation License. Subject to the terms and conditions contained in this Agreement, Mural hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Mural Services.
- (d) Use Restrictions. Customer shall not use the Mural Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or

indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Mural Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mural Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Mural Services, in whole or in part; (iv) remove any proprietary notices from the Mural Services or Documentation; or (v) use the Mural Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- (e) Reservation of Rights. Mural reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to the Mural IP.
- (f) Suspension or Termination of the Mural Services. Notwithstanding anything to the contrary in this Agreement, Mural may suspend or terminate Customer's and any Authorized User's access to any portion or all of the Mural Services if: (i) Mural reasonably determines that (A) there is a threat or attack on any of the Mural IP, (B) Customer's or any Authorized User's use of the Mural IP disrupts or poses a security risk to the Mural IP or to any other customer or vendor of Mural, (C) Customer, or any Authorized User, is using the Mural IP for fraudulent or illegal activities, (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, (E) Mural's provision of the Mural Services to Customer or any Authorized User is prohibited by applicable law, or (F) Mural or its Financial Partners suspect that Customer or any Authorized User is attempting to circumvent applicable laws, law enforcement or otherwise avoid an investigation; (ii) any vendor of Mural has suspended or terminated Mural's access to or use of any third-party services or products required to enable Customer to access the Mural Services; or (iii) in accordance with Section 5(a)(iii). Mural will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of Mural enforcing the terms of this Section 2(f).

Mural further reserves the right to refuse to process, or to cancel, correct, clawback, or reverse, any Transaction in its sole discretion, even after funds have been debited from Customer's account(s), in response to a subpoena, court order, or other government order; or if Mural suspects the Transaction may: (A) involve money laundering, terrorist financing, fraud, or any other type of financial crime or violation of applicable laws, regulations, and rules of federal and state governmental and regulatory authorities; or (B) be erroneous or violate the Prohibited Activities List set forth in **Exhibit B** to this Agreement. In such instances, Mural will reverse the Transaction and is under no obligation to reinstate a Transaction at the same price or on the same terms as the canceled Transaction. Customer may not cancel a Transaction after Mural has commenced processing it.

- (g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Mural may monitor Customer's use of the Mural Services and collect and compile Aggregated Statistics. As between Mural and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Mural. Customer acknowledges that Mural may compile Aggregated Statistics based on Customer Data input into the Mural Services. Customer agrees that Mural may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.
- (h) Financial Partners. Certain features of the Mural Services, including the facilitation of Transactions, may be provided by our financial institution partners ("**Financial Partners**"). Mural is not a money transmitter and does not perform money transmission or money transfer or payment services. All payments made based on the Transactions submitted to Mural through the Mural Services are processed and disbursed by our Financial Partners, who are regulated financial institutions. Funds held by our Financial Partners may not be eligible for share insurance offered by the National Credit Union Share Insurance Fund and are not eligible for insurance sponsored by the Federal Deposit Insurance Corporation.
3. Customer Responsibilities. Customer is responsible and liable for all uses of the Mural Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Mural Services and shall cause Authorized Users to comply with such provisions.
4. Service Levels. Mural will use commercially reasonable efforts to make the Mural Services available to Customer with minimal downtime, subject to scheduled maintenance, emergency maintenance, and circumstances beyond Mural's reasonable control, including force majeure events. Mural does not guarantee uninterrupted or error-free operation of the Mural Services, and may schedule routine maintenance from time to time and will use reasonable efforts to provide prior notice when practicable. Emergency maintenance may be performed at any time without advance notice. Customer acknowledges and agrees that the Services may be subject to limitations, delays, and other problems inherent in the use of internet and electronic communications, and Mural shall not be liable for any delays, delivery failures, or other damage resulting from such problems.
5. Fees and Payment.
- (a) Fees. Customer shall pay Mural the fees ("**Fees**") as set forth in the respective Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the respective Order Form. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) Mural may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and

compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Mural for all reasonable costs incurred by Mural in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) business days following written notice thereof, Mural may suspend Customer's and its Authorized Users' access to any portion or all of the Mural Services until such amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such prohibition of access to the Mural Services.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Mural's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Mural may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Mural with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds fifteen percent (15%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall

promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

- (a) Mural IP. Customer acknowledges that, as between Customer and Mural, Mural owns all right, title, and interest, including all intellectual property rights, in and to the Mural IP and, with respect to Financial Partners, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Financial Partner's services.
- (b) Customer Data. Mural acknowledges that, as between Mural and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Mural a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Mural to provide the Mural Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.
- (c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Mural by mail, email, telephone, or otherwise, suggesting or recommending changes to the Mural IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. Customer hereby assigns to Mural on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Mural is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Mural is not required to use any Feedback.

8. Warranty Disclaimer. THE MURAL IP IS PROVIDED "AS IS" AND MURAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MURAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MURAL MAKES NO WARRANTY OF ANY KIND THAT THE MURAL IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Mural Indemnification.

- (i) Mural shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Mural Services, or any use of the Mural Services in accordance with this Agreement, infringes or misappropriates such third-party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Mural in writing of such Third-Party Claim, cooperates with Mural, and allows Mural sole authority to control the defense and settlement of such Third-Party Claim.
- (ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Mural, at Mural's sole discretion, to (A) modify or replace the Mural Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Mural determines that neither alternative is reasonably available, Mural may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
- (iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Mural Services in combination with data, software, hardware, equipment, or technology not provided by Mural or authorized by Mural in writing; (B) modifications to the Mural Services not made by Mural; (C) Customer Data; or (D) Financial Partner's services.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Mural's option, defend Mural from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third-party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Mural Services in a manner not authorized by this Agreement or applicable law; (iii) use of the Mural Services in combination with data, software, hardware, equipment, or technology not provided by Mural or authorized by Mural in writing; or (iv) modifications to the Mural Services not made by Mural, provided that Customer may not settle any Third-Party Claim against Mural unless Mural consents to such settlement, and further provided that Mural will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND MURAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE MURAL SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

10. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MURAL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MURAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL MURAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO MURAL UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

11. Term and Termination.

- (a) Term. The term of this Agreement begins on the Effective Date and, unless otherwise terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until all Order Forms are terminated (the "**Term**").
- (b) Termination. In addition to any other express termination right set forth in this Agreement:
 - (i) Mural may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Mural's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(d) or Section 6;
 - (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Customer shall immediately discontinue use of the Mural IP and, without

limiting Customer's obligations under Section 6, Customer shall cease using, destroy, and permanently erase all copies of the Mural IP from all devices and systems Customer directly or indirectly controls. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

- (d) Survival. This Section 11(d) and Sections 1, 2(b), 2(f), 2(h), 3, 5, 6, 7, 8, 9, 10 and 12, and all applicable Exhibits, survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Order Forms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, the Order Forms, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; (iii) third, the respective Order Form; and (iv) fourth, any other documents incorporated herein by reference.
- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- (c) Force Majeure. In no event shall Mural be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement if and to the extent such failure or delay is caused by any circumstances beyond Mural's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- (d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set

forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- (e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (f) Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the city of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (g) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Mural. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- (h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Mural Services or any Customer Data outside the US.
- (i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary

damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

EXHIBIT A

MURAL SERVICES

A. DESCRIPTION OF SERVICES:

The Mural Services consist of a cloud-based software-as-a-service platform that provides payment processing, transaction management, and financial technology solutions built on Stablecoin payment rails. The services enable Customer to facilitate transactions, process payments, manage collections, and access related financial tools and reporting capabilities through Mural's web-based platform.

As part of the Mural Services, Mural provisions self-custodial (non-custodial) digital wallets to Customer, which remain under Customer's full control and custody at all times. To process Orders, you must provide at least one bank account to fund Orders and/or to receive the proceeds of Orders (your "**Connected Account**"), or at least one cryptocurrency wallet address (your "**Stablecoin Wallet**") to receive/send the Stablecoins. To the extent that Mural provides you a Stablecoin Wallet as part of the Mural Services, applicable terms for that wallet can be found in **Exhibit A**. Your Connected Account and/or your Stablecoin Wallet (as applicable) must be under your sole ownership or control, and we have the right to suspend Orders if we suspect that you do not own or control your Connected Account or your Stablecoin Wallet. We may ask you for information about the financial institution of your Connected Account or the provider of your Stablecoin Wallet. If your Stablecoin Wallet is not provided to you by a regulated institution (a "**Self-Custodied Wallet**"), we may ask you for more information about the Self-Custodied Wallet and your Orders may be delayed or even blocked. We reserve the right to cancel or reverse Orders if our Financial Partners require us to do so. You authorize us to share Personal Data and Order information with our Financial Partners and with the financial institution providers of your Connected Account and/or Stablecoin Wallet.

A complete description of the features, functionality, and technical specifications of the Mural Services is available in Mural's documentation at docs.muralpay.com (the "Documentation"), which may be updated by Mural from time to time.

B. FINANCIAL PARTNERS:

- Bridge provides USD and EUR virtual accounts and payment infrastructure for users outside of New York, USA — [Terms of Service](#) • [Privacy Policy](#)

EXHIBIT B

PROHIBITED ACTIVITIES

Customer will not use the Mural Services to undertake or enable by Customer or any Authorized User (the ***“Prohibited Activities List”***):

unlawful or abusive activity, fraud, unlawful gambling, intellectual property infringement, investment or credit services, check cashing, bail bonds, collections agencies, counterfeit or unauthorized goods, drugs and drug paraphernalia (including pseudo pharmaceuticals), substances designed to mimic illegal drugs, adult content and services, multi-level marketing, unfair, predatory or deceptive practices, money services, and any business that Mural believes poses elevated financial risk, legal liability, or violate card network rules or bank policies.

Mural may update this Prohibited Activities List at any time upon Notice.

EXHIBIT C

STABLECOIN RISK DISCLOSURES

1. **Unique Features of Stablecoins.** Stablecoins are not legal tender in the United States.
2. **Stability, Valuation, and Liquidity.** The price of Stablecoins is based on the reputation of the Issuer, the financial institution and the jurisdiction where the Issuer stores the fiat currency associated with the Stablecoin, the stability of the Blockchain on which the Stablecoins are issued, the laws that apply to Stablecoins and many other factors. Some Stablecoins may lose all of their value, or Customer may be unable to redeem Stablecoins for fiat currency as a result of one or a combination of these factors.
3. **Cybersecurity.** The cybersecurity risks of Stablecoins and related Stablecoin wallets include hacking vulnerabilities and a risk that Blockchains may not be immutable. A cybersecurity event could result in a substantial, immediate and irreversible loss of Customer's Stablecoins. Even a minor cybersecurity event in a Stablecoin is likely to result in a loss of value or ability to redeem a Stablecoin.
4. **Stablecoin Issuers, Intermediaries and Custodians.** Regulation of Stablecoins is constantly evolving. A lack of regulatory oversight creates a risk that an Issuer may not hold enough fiat currency to satisfy its obligations to redeem Stablecoins, and that such deficiency may not be easily identified or discovered. In addition, many Issuers and their service providers have experienced significant outages, downtime and processing delays, and may have a higher level of operational risk than traditional financial institutions.
5. **Regulatory Landscape.** Stablecoins currently face an uncertain regulatory landscape. In the United States, Stablecoins are subject to limited federal oversight, and state regulations that apply to Stablecoins vary from state to state and may be inconsistently applied. In addition, Stablecoins may be regulated by additional federal regulators in the future. Such laws and regulations may impact the price of Stablecoins and their acceptance by users, merchants and service providers.
6. **Technology.** The relatively new and rapidly evolving technology underlying Stablecoins introduces unique risks. For example, a unique private key is required to access, use or transfer a Stablecoin on a Blockchain. The loss, theft or destruction of a private key may result in an irreversible loss.