

INTERLACE CARD AGREEMENT

1. General Terms

This Interlace Card Agreement (this “Agreement”, along with, the General Terms, and our fees policy, privacy policy and any other applicable terms and conditions as shown on our website: <https://www.Interlace.money/terms>) are important as they collectively form a legally binding agreement between you, the holder of Interlace Card Account (the “Client”), and us, (“Interlace” or “We”), for the use of Interlace Card Account and Interlace Cards. It also sets out other important things that you need to know. Capitalized terms used in this Agreement and not otherwise defined have the same meaning as in the General Terms.

The Client acknowledges and agrees that by checking the “Interlace Card” box during the application procedure of Interlace Account, it is indicating its intent to sign these terms and conditions and that it shall constitute its execution of the agreement between the Client and Interlace.

2. Definitions

2.1 “Budget Cap” shall mean the spending limit for each Budget Group set up, and/or, increase, or decrease from time to time by the Client.

2.2 “Budget Group” shall mean the virtual departments or business units established by the Client under the Zero-Balance Card function.

2.3 “Cardholder” shall mean the individuals who hold the Interlace Cards.

2.4 “General Terms” shall mean the Interlace General Terms and Conditions entered into between the Client and Interlace prior to this Agreement.

2.5 “Prepaid Card” shall mean the virtual card issued to the Client by Interlace and Service Provider according to Section 4.2 of this Agreement.

2.6 “Interlace Cards” shall mean collectively the Zero-Balance Cards and Prepaid Cards.

2.7 “Zero-Balance Card” shall mean the virtual card issued to the Client by Interlace and Service Provider according to Section 4.1 of this Agreement.

2.8 “Daily Spending Limit” shall mean the maximum aggregate daily amount available for Transactions on the Interlace Card Account across all Budget Groups and all Interlace Cards.

2.9 “Card Limit” shall mean the maximum amounts available for Transactions. A Card Limit may apply to an individual Interlace Card, across multiple Interlace Cards, certain Budget Group, or to the entire Interlace Card Account.

3. Interlace Card Account

3.1 The Interlace Card Account is a virtual account managed by Interlace separate from the Multi-Currency Account or other accounts of the Client.

3.2 Once the Client accepted this Agreement, applied for and activated at least one (1) Interlace Card, it shall be able to transfer fund from the Multi-Currency Account or the bank accounts of the Client to the Interlace Card Account.

3.3 The Interlace Card Account is not a bank account and the fund in the Interlace Card Account bears no interest.

4. Type of Interlace Card

4.1 Zero-Balance Card

The Client may establish several Budget Groups and set up, increase, or decrease the Budget Cap of such Budget Group. Once the Budget Cap of one or more Budget Group is set up, the balance of the Interlace Card Account will be deducted accordingly. The total Budget Cap of all the Budget Groups shall not exceed the balance of the Interlace Card Account.

The Client may apply for multiple Zero-Balance Cards for its employees under certain Budget Groups. Once such Zero-Balance Card(s) is issued by the Service Provider (defined below), the Cardholder may make payments via such card. Each Zero-Balance Card is linked to and shares the total balance (with limitation of the Budget Cap set up by the Client) of the Interlace Card Account. Once any payment was successfully made under the Zero-Balance Card of certain Budget Group, the Budget Cap of such Budget Group shall be deducted accordingly. The Zero-Balance Card holds no balance (no matter positive or negative) within such card.

The amount of Budget Groups and the amount of Zero-Balance Card under each Budget Group shall be subject to limitation set up by Interlace from time to time.

4.2 Prepaid Card

The Client may apply for multiple Prepaid Card(s) for its employees. Once such Prepaid Card(s) is issued, the Client may transfer fund from the Interlace Card Account to certain Prepaid Card(s). The Cardholder may make payments on the balance of such Prepaid Card(s).

The amount of Prepaid Card shall be subject to limitation set up by Interlace from time to time.

5. Administration

The Account Administrator and Sub-Administrators appointed by the Client under the General Terms shall be entitled to setup Budget Groups, Budget Cap, apply for and cancel Zero-Balance Cards and Prepaid Cards, transfer fund among the Interlace Card Account and Prepaid Cards, and certain functions provided under Interlace Card Account by Interlace from time to time.

6. Cardholder

6.1 The Client shall only apply for Interlace Cards on behalf of individuals who are employees of the Client. Except for the requirements under this Agreement, the Cardholder shall also meet the requirement by Interlace and the Service Provider when applying for the Interlace Cards (including without limitation, the KYC requirements and AML Requirements under the General Terms).

6.2 The Client and Cardholder(s) shall apply and use the Interlace Cards solely for the Client's business purposes. Interlace reserves the right to refuse any use outside of business of the Client or any personal purposes.

6.3 The Client shall timely cancel the Interlace Cards of the Cardholder(s) whose employment with the Client is terminated.

7. Use of Interlace Card

7.1 Interlace may setup and adjust, in its sole discretion, the maximum number of Budget Group and Interlace Cards under certain Interlace Account, the Daily Spending Limit and Card Limit on different Interlace Cards for risk control and regulatory compliance purposes from time to time. Any payment exceeding such Daily Spending Limit and Card Limits shall be rejected.

7.2 Cardholders may only use Interlace Cards for bona fide business purchases and for valid and lawful purposes. Cardholders may not use Cards for personal, family or household purposes, or for cash advances or withdrawals. All Interlace Cards remain the property of the Service Provider and must be returned upon request. The Service Provider may cancel, revoke, repossess or restrict the use of the Interlace Cards at any time. Interlace may decline to authorize or reverse charges or suspend Interlace Cards for any reason including violation of this Agreement, suspected fraud, or creditworthiness. Interlace also may decline to authorize Transactions at merchants characterized by the Service Provider or Interlace as prohibited merchants. Interlace is not responsible for losses resulting from declined or reversed Transactions.

7.3 If Interlace determines that the Client's Interlace card receives, or is likely to receive, a disproportionately high number of declined transactions, reversals, refunds, disputes, fees or other liability, the Client may be subject to certain handling fee upon notice via email or website. Interlace shall be entitled to adopt extra control measures or restrictions to the Cardholder or the Client. Interlace may vary the fees or introduce new charges from time to time with fifteen (15) days' prior notice. The Client agree to terminate the use of the Services if it does not agree to such fees or charges.

7.4 Except for the Budget Cap, the Account Administrators may also establish limitations on the types of merchants with whom Cardholders may make Transactions. Interlace may restrict the maximum amount of any particular Transaction and the number of Transaction allowed for the Interlace Card Account or any Interlace Card. Interlace reserves the right to decline Transactions with merchants characterized by the Service Provider or Interlace as prohibited and/or place a hold on a Interlace Card for certain Transactions. Where a hold is placed on a Interlace Card, the amount of the hold will reduce the Budget Cap, and the credit subject to the hold will not be available for Transaction until the hold is released.

7.5 Interlace shall not be liable for any dispute between the Client and Cardholder (whether or not the use of Interlace Card was authorized by the Client). If the Client believes certain transaction was unauthorized, it shall report such transaction as a Disputed Transaction within 30 days. Notices for Disputed Transaction must specify the details of the Cardholder and details about the Transaction, and state the reason why such Disputed Transaction was made in error or was unauthorized. Interlace will review the information the Client submits in a commercially reasonable manner. In the event the dispute is deemed valid, Interlace will credit the disputed amount back to the Interlace Card Account. By accepting this Agreement, the Client assign and transfer to Interlace any rights and claims, excluding tort claims, that the Client may have against any merchant for any Disputed Transaction fully or partially credited to the Interlace Card Account.

7.6 The Client shall be responsible for securing account credentials, Interlace Cards, account numbers and security features (including the CVV and PIN, if any). The Client shall be

responsible for charges, fees and penalties resulting from any Cardholder's failure to exercise reasonable care in safeguarding Interlace Cards from loss or theft, failure to promptly report loss or theft, and for all other transactions on Interlace Cards issued. If the Client or any Cardholder uses or allows someone else to use the Interlace Card for any other purpose, the Client will be responsible for such use and may be required to reimburse Interlace and the Service Provider for all amounts or expenses paid by such entities as a result of such use. The Client understands that it is its responsibility to monitor any suspicious or unauthorized activities on the Interlace Card Account, the Budget Groups and each Interlace Card, and the Client agrees to notify Interlace immediately as instructed in the Dashboard of any loss, theft or unauthorized use of the Interlace Card Account or any Interlace Card. The Client understands that it is liable for the unauthorized use of the Interlace Card Account or any Interlace Card to the fullest extent permitted by applicable law.

7.7 Interlace may determine that the Interlace Card Account is in default if the Client (a) breach this Agreement, do not pay amounts owed when due, or file for dissolution or bankruptcy; (b) open or maintain a Interlace Card using inaccurate or false information; or (c) pose an unacceptable regulatory, reputational, or financial risk. If Interlace determines that the Interlace Card Account is in, or is likely to be in default, Interlace may reduce Budget Cap, cease to authorize payments, refuse to issue new Interlace Cards, and/or deem all amounts the Client owes immediately due. The Client will pay any legal fees Interlace incurs and all other reasonable costs Interlace incurs while collecting amounts owed by the Client under this Agreement. Subject to applicable law, the Client agrees that Interlace has the right to set-off or recoup any amount the Client owes on the Interlace Card Account or any claim Interlace has related to this Agreement against or from any amounts processed by Interlace under this Agreement or the General Terms.

7.8 Interlace may refuse to authorize any payment or may close or suspend any Interlace Card or the Interlace Card Account in its sole discretion and without notice to the Client. Interlace shall be entitled to require the Client to provide financial and other information reasonably necessary to comply with legal or regulatory requirements and our risk policies. The Client may close the Interlace Card Account or any Interlace Card by providing notice to Interlace through the Dashboard. The Client must pay all amounts owed under this Agreement prior to closure of the Interlace Card Account.

8.Fees

8.1 The transfer of fund from the Client's own bank account or Multi-Currency Account to Interlace Card Account shall be subject to a one-time charge of two percent (2%) of the total amount to be transferred. The application and issuance of Interlace Cards shall be subject to a one-time charge of US\$1.00 per card. Interlace may also offer promotions in the form of refunds, discounted fees, or bonuses.

8.2 The fee rates of each type of charge shall be subject to change and modification from time to time at Interlace's sole discretion.

8.3 Interlace shall only process the order of fund transfer to Interlace Card Account and application of Interlace Card upon reception the fees from the Client. The Client may pay Interlace by authorizing Interlace to charge the Client, via bank transfers and or other means

acceptable to Interlace. Interlace will update the balance in the Client's Interlace Account following each such charge.

8.4 In the event that the currency of one account shall be different from the other between which the transfer or payment is made, the fees under Section 3.5 "Currency Exchange" of the General Terms shall apply.

9. Service Provider

9.1 The Interlace Cards will be issued and directly managed by certain Service Providers of Interlace. The Client and/or Cardholders will be required to enter into certain separate card service agreement and/or cardholder agreement with such Service Provider upon application of services related to either type of Interlace Cards.

9.2 The services related to the establishment of, transfer of fund to, and the management of balance of the Interlace Card Account shall be provided by Interlace and subject to this Agreement. The application, use, cancel, dispute, and any other issues related to either type of Interlace Cards shall be subject to the card service agreement and/or cardholder agreement between the Client and/or Cardholder and the Service Provider. The detailed information of Service Provider will be shown on such card service agreement and/or cardholder agreement upon the application of such specific type of Interlace Card.

10. Miscellaneous

This Agreement is supplementary to the General Terms. Except to the extent related to Interlace Card Account and Interlace Cards and expressly provided hereunder, all of the provisions of the General Terms (including, without limitation, the Definitions, Contracting Entity, Eligibility, Right to Reject Services, Termination, Intellectual Property, Limitation of Liability, Indemnification, Governing Law, Dispute Resolution, Privacy, Miscellaneous clauses) shall remain in full force and apply to this Agreement as if they are parts of this Agreement.