

DATED 2026

RPA TO RPA REFERRAL PROGRAMME AGREEMENT

between

CURRENCIES DIRECT SPAIN E.D.E, S.L.

and

[NAME OF RPA]

THIS AGREEMENT is dated 2026 and is entered into between:

PARTIES

- (1) **CURRENCIES DIRECT SPAIN E.D.E S.L.** (a company incorporated in Spain with tax identification number: B-04897930) Sucursal em Portugal whose registered office is at Avenida del Mediterraneo, 341, 04638, Mojacar (Almería), Spain (“**CDL**”) and is duly represented in this act by Ms Elena Stefani in her role as director; and
- (2) [] [(a company incorporated in Spain/Portugal)] whose address is [] [and which is listed on the commercial registry with number []] (the “**Partner**”) [and is duly represented by Ms/Mr [] in he/hisr role as [director/attorney-in-fact]].

BACKGROUND:

- (A) CDL is a provider of foreign exchange and payment services and is the owner of a platform enabling such services.
- (B) The Partner wishes to collaborate with CDL by referring businesses specialising in the real estate sector (including real estate agencies and law firms) to CDL with a view to those businesses establishing a commercial relationship with CDL, subject to the terms of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

- “**Active User**” means an RPA which has successfully completed at least one transaction using CDL’s Redpin Payments product in the previous 90 days;
- “**Authorised Officers**” means the persons respectively designated as such from time to time by CDL and the Partner;
- “**Business Day**” means a day other than a Saturday, Sunday or bank or public holiday in Madrid, Spain or Lisbon, Portugal;

“Commencement Date”	means the date of this Agreement;
“Confidential Information”	means any information about a party which is marked as private or confidential, or which would ordinarily be treated as confidential by an experienced business person, relating to that party’s clients, business, products, pricing, dealings, marketing strategy, finances or trade secrets (including without limitation technical data and know-how) whether provided orally or in writing and regardless of the method of storage;
“CDL Materials”	means the data, materials, information, equipment and infrastructure used by CDL in the performance of its business, including the CDL Platform;
“CDL Methodologies”	means the processes, methodologies and know-how used by CDL in the performance of its business;
“CDL Platform”	means CDL's proprietary platform, through which CDL’s clients may apply for various foreign currency and payment services;
“CDL Trademarks”	means those trademarks, logos and design rights registered by CDL from time to time;
“Data Protection Law”	means the General Data Protection Regulation, the Spanish Basic Law 3/2018 on Personal Data Protection, the Portuguese laws numbers 58/2019 and 41/2004, Articles 7 and 8 of the Charter of Fundamental Rights of the European Union, Article 8 of the European Convention on Human Rights and all other applicable laws and regulations relating to data protection, data processing and data privacy in Spain and Portugal from time to time including regulations issued by the Spanish Data Protection Authority, the Portuguese Comissao Nacional Proteccao de Dados and the European Data Protection Board;
“Force Majeure”	means the occurrence of any event that is beyond the reasonable control of the affected party, provided that the affected party is without fault in causing or failing to prevent such occurrence; and the impact of such occurrence on the affected party could not have been avoided by reasonable precautions or by the use of commercially reasonable alternative resources. Force Majeure may include: <ul style="list-style-type: none"> (a) war, riot, civil commotion or terrorist attack; (b) fire, flood, or storm;

(c) strikes, lockouts or other industrial disputes excluding any relating to the workforce of the affected party; and

pandemic and government-required lock-downs relating to pandemic;

“Good Industry Practice”

means the degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the provision of services similar to the Services.

“Intellectual Property Rights”

means patents, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all Platforms and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist in any part of the world from time to time;

“Initial Term”

means a period of twelve (12) months from the date of this Agreement or such longer period as the parties may mutually agree in writing;

“Loss”

means any actions, claims, costs, damages, demands, expenses, fines, liabilities, losses, penalties and sanctions (including amounts paid in final settlement, out-of-pocket expenses and interest);

“Net Profit”

means profit generated for CDL from a completed transaction using its Redpin Payments product less all costs associated with the completion of that transaction, as reasonably calculated by CDL;

“Partner RPA”

means any RPA which: (i) is or may be the subject of a Referral in accordance with the provisions of this Agreement and (ii) is accepted by CDL in writing as a qualifying RPA but excluding (unless CDL otherwise permits in writing) any RPA which is, at the time of Referral, an existing client or affiliate of CDL or of another Group member or is an affiliate which has made any referral to CDL or another Group member within the 12 months preceding the date of referral or is the subject of an existing referral through a channel

other than the Partner or has been previously referred by the Partner under this or any other Agreement;

“Partner Data”

means all financial data and other data provided by the Partner to CDL and data collected, generated, or otherwise processed by CDL specifically as a result of, or in connection with this Agreement;

“Partner Marketing Channels”

means all online and offline marketing channels that the Partner uses to promote its services to current and prospective Partner RPAs, including the Partner Website;

“Partner Materials”

means the trademarks, branding, designs and other materials provided by the Partner to CDL for the purposes of this Agreement;

“Partner Platform”

means the on-line platform operated by the Partner via the Partner Website, allowing clients to access its services;

“Partner Website”

means the Partner’s principal website and all associated microsites and any websites that supersede or replace such website, however branded;

“Promotional Guidelines”

means any guidelines agreed by the parties and updated from time to time by the Authorised Officers which define how the parties may promote and market their relationship;

“Redpin Payments Agreement”

means the terms and conditions and related agreements produced by CDL in connection with its “Redpin Payments” product as amended, substituted or renewed from time to time, provided such terms or any related agreement has not been cancelled or rescinded and is not subject to an investigation relating to fraud or criminal activity;

“Referral”

means the Partner passing contact and other details of an RPA to CDL as a result of an API or integration on the Partner Website;

“Regulatory Authority”

means any regulator in any relevant jurisdiction which has the power to regulate the business of CDL or the Partner including the Bank of Portugal and the Bank of Spain as appropriate;

“Relevant Law” means any law or legally binding rule, regulation or guidance in Spain or Portugal (including Data Protection Law and the requirements of the Bank of Spain or Bank of Portugal) to extent it applies to a party in connection with this Agreement;

“RPA”

means an estate or lettings agency, law firm, notary or other real estate business of any kind; and

“Services”

means the services to be provided by the Partner for CDL under this Agreement, as set out in Schedule 1.

1.2 Unless the context otherwise requires:

- (a) references to **“this Agreement”** means this agreement as modified or amended from time to time by written agreement between the parties and shall include the Schedules;
- (b) references to the singular shall include the plural and vice versa;
- (c) headings are inserted for convenience only and no account shall be taken of headings in construing this Agreement;
- (d) references to laws, regulations and statutes means those laws, regulations and statutes as amended, consolidated or re-enacted from time to time;
- (e) references to a **“party”** is a reference to a party to this Agreement and shall include a reference to that party’s successors in title, assignees and transferees (if any); and
- (f) capitalised terms used but not defined in this Agreement have the meanings assigned to them in the Terms and Conditions.

1.3 If any conflict or ambiguity arises between any provision contained in the body of this Agreement, the Schedules and any provision contained in the Terms and Conditions, the following order of precedence shall apply:

- (a) this Agreement; and
- (b) the Schedules; and
- (c) any provision contained in the Terms and Conditions.

2. COMMENCEMENT AND DURATION

This Agreement shall commence on the Commencement Date and, subject to clause 7, continue in full force and effect for the Initial Term.

3. APPOINTMENT OF THE PARTNER AND PERFORMANCE OF THE SERVICES

- 3.1 CDL hereby appoints the Partner to perform the Services for the Initial Term, subject to the terms and conditions of this Agreement, and the Partner accepts such appointment.
- 3.2 From the Commencement Date, the Partner shall perform the Services in accordance with the following (as applicable):
- (a) the terms of this Agreement;
 - (b) Good Industry Practice; and
 - (c) Relevant Law.
- 3.3 The parties acknowledge that the appointment of the Partner under this Agreement is limited to the referral by the Partner of RPAs to CDL and the carrying out of the Services, in exchange for the fee described in Schedule 2. The Partner does not provide, manage, or oversee any foreign exchange or payment services, nor does it assume any responsibility for the execution of such services by CDL. All relationships, transactions, and obligations arising between CDL and any Partner RPAs shall be the sole responsibility of CDL, which retains full discretion over the provision of its services in accordance with its own policies and regulatory obligations.
- 3.4 Nothing in this Agreement guarantees CDL any particular volume of Referrals from the Partner and nothing in this Agreement will prevent CDL from carrying out business services for, or entering into referral arrangements with, any other person.
- 3.5 The Partner agrees that CDL is under no obligation to accept any RPA referred by the Partner as a client or business partner of CDL and acknowledges that CDL only accepts clients, RPAs and affiliates subject to its own on-boarding criteria, which may change from time to time to reflect changes in Relevant Law and practice.
- 3.6 The Partner agrees that CDL may from time to time suspend or terminate all or certain of the business services it offers due to system downtime or events beyond the reasonable control of CDL and that CDL does not guarantee the availability of its business services or that they will be suitable for any Partner RPA's particular requirements.
- 3.7 The Partner agrees that CDL may from time to time (i) suspend or terminate the Partner's access to the CDL Platform and may refuse to accept Referrals under this Agreement or to pay a Fee (as defined in Schedule 2) if it reasonably believes that the Partner is in breach of any term of this Agreement or a condition for payment of the Fee has not been met or (ii) change the terms of this Agreement (other than with respect to any Fee already accrued) subject to it serving at least five (5) Business Days' prior written notice on the Partner, setting out details of that change.
- 3.8 If the Partner refers potential clients to CDL where those clients enter into foreign currency transactions with CDL, then the Partner shall enter into and be bound by CDL's standard terms for affiliates as in effect from time to time. The Partner agrees that it may either refer a Partner RFA under this Agreement or as a client under CDL's standard affiliate terms but may not receive remuneration under both this Agreement and the standard affiliate terms and must therefore make an election in writing and notify CDL accordingly. If no election is made within 7 days of request by CDL, CDL may choose which remuneration regime applies.

4. THE PARTIES' OBLIGATIONS

4.1 The Partner shall:

- (a) supply the Services and make Referrals in good faith, in a professional manner and in accordance with Relevant Law;
- (b) ensure that all personal data and other information supplied by it to CDL in connection with a Referral or the Services is complete and accurate;
- (c) use reasonable efforts to market and promote CDL and its business to RPAs via the Partner Website in accordance with the Promotional Guidelines and Relevant Law and shall not use or publish any marketing or communications referring to CDL, or refer to CDL on the Partner Website or Partner Platform, other than in accordance with the Promotional Guidelines. Notwithstanding the foregoing, the Partner shall not be under any obligation to carry out such marketing or promotion in any specific manner, intensity, or frequency, beyond ensuring compliance with the Promotional Guidelines and Relevant Law;
- (d) ensure that it has informed potential Partner RPAs of the possibility of them being made subject to a Referral and has obtained consents from them to the extent necessary to allow a Referral to proceed;
- (e) maintain and prominently display an accurate privacy notice which informs users of the Partner Website, potential Partner RPAs and clients about its relationship with CDL, the sharing of personal data with CDL and the rights that data subjects have in relation to such data;
- (f) where permitted by Relevant Law, notify CDL as soon as it has reasonable evidence of any Partner RPA (or the client of an RPA) being potentially involved in fraud or other illegal activity;
- (g) ensure, to the extent technically possible, that the Partner Platform (and any links to the CDL website via the Partner Platform) is free of viruses and malware of a type that would make the Partner Platform unsafe for Partner RPAs or their clients to use;
- (h) ensure that neither the Partner Website, the Partner Platform nor any of the Partner Marketing Channels or other Partner communications or promotions contain any material that are unlawful or likely to bring CDL into disrepute;
- (i) not make any representations or promises about CDL or its services (or about any CDL Group Company) to any third party other than as permitted under the Promotional Guidelines; and
- (j) make all Referrals via the website landing page nominated for the purpose by CDL.

4.2 CDL acknowledges and expressly agrees that the Partner's role is strictly limited to the referral of RPAs and the provision of the Services, and that the Partner shall have no responsibility whatsoever for the execution, provision, or management of the foreign exchange or payment services offered by CDL. CDL shall:

4.2.1 obtain, maintain, and comply with all necessary licences, permits, and regulatory authorisations and comply with Relevant Law at all times as required to lawfully provide its business services to RPAs;

- 4.2.2 assume full and exclusive responsibility for the provision of its business services to any Partner RPAs and compliance with all its obligations assumed under any Redpin Payments Agreement, including compliance with all applicable regulatory, legal, and operational requirements, particularly in relation to financial services regulations, anti-money laundering (AML) obligations, and consumer protection laws as required in order to perform its obligations under the Redpin Payments Agreement; and
- 4.2.3 where permitted by Relevant Law, notify the Partner promptly if it identifies any Partner RPA as being potentially involved in fraud or other illegal activity.
- 4.3 Each party shall:
- (a) co-operate (and ensure that its employees and contractors co-operate) with the other party in relation to the provision of the Services;
 - (b) promptly notify the other party if it becomes aware of any breach of Relevant Law regarding any Partner RPA;
 - (c) not pass itself off as being the other party or as being a Group Company of the other party or present itself as being in in a joint venture with, or as a partner, agent or endorsee of, the other party (other than as permitted under the Promotional Guidelines) or represent itself as being a regulated entity if it is not or as authorised to bind the other party; and
 - (d) [cooperate with the other party in good faith to potentially develop an on-line interface between the parties.]

5. INTELLECTUAL PROPERTY

Each of the parties agrees that all right, title and ownership of all Intellectual Property Rights relating to CDL Materials and CDL Methodologies shall at all times remain the sole property of CDL or its licensors (as appropriate). The Partner acknowledges and agrees that except as otherwise set out in this Agreement, it has no Intellectual Property Rights in the CDL Materials or CDL Methodologies and agrees not to attempt to copy, modify, reconstruct or reverse-engineer any CDL Materials or CDL Methodologies nor to identify any source-code in relation thereto and will ensure that none of its Group Companies, employees, contractors or agents attempt to do so. The Partner agrees that all CDL Materials and CDL Methodologies represent Confidential Information.

6. CONTRACT MANAGEMENT

- 6.1 Each party shall appoint an Authorised Officer to monitor Referral numbers and to manage issues arising under this Agreement. Each party shall notify the other of any change in the identity of any such Authorised Officer as soon as reasonably practicable.
- 6.2 The parties shall use reasonable efforts to ensure that their respective Authorised Officers hold regular review meetings at monthly intervals or such other periods as the parties may agree to discuss in good faith all issues for which they have responsibility under clause 6.1.
- 6.3 A meeting of Authorised Officers may take place by any means of communication which the parties think fit, including face-to-face, telephone and video-conference meetings.

7. TERMINATION

- 7.1 Either party may terminate this Agreement, at any time, by giving at least thirty (30) days' prior written notice to the other party. In such case, CDL shall remain fully responsible for complying with all obligations assumed under any Redpin Payments Agreement entered into by a Partner RPA, including those arising after the termination notice has been given. Termination of this Agreement shall not affect the Partner's rights, including the right to be paid a fee, in relation to Referrals made prior to the effective date of termination.
- 7.2 Either party may terminate this Agreement, with immediate effect, at any time, by written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement (including a representation or warranty contained herein) and such breach is irremediable, or, if such breach is remediable, fails to remedy that breach within a period of twenty-one (21) days after being notified of the breach in writing;
 - (b) the other party breaches any Relevant Law in any material respect in connection with this Agreement or the Services;
 - (c) the other party becomes insolvent, is unable to pay its debts as they fall due, enters into liquidation (whether voluntary or compulsory, except for the purposes of a solvent restructuring), has a receiver, administrator or similar officer appointed over all or any part of its assets, makes any arrangement with its creditors, or is subject to any similar event or proceeding under the laws of any jurisdiction; or
 - (d) it becomes illegal for CDL to provide the Services due to a change in Relevant Law.
- 7.3 Termination of this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach (if any) giving rise to termination.

8. CONSEQUENCES OF TERMINATION

- 8.1 On expiration or termination of this Agreement for any reason:
- (a) CDL shall as soon as reasonably practicable, and in any event within one (1) month of termination, return, delete, archive or destroy (if and to the extent directed in writing by the Partner) all Partner Data and Partner Materials (the "**Relevant Data**"); and
 - (b) CDL shall, if requested, provide written confirmation for the Partner (in the form of a letter signed by its Authorised Officer) that it has complied with the obligation above.
- 8.2 CDL may retain any Relevant Data that is required in order to comply with Relevant Law or as may be required by any Regulatory Authority or banking counterparty. In such circumstances, it shall notify the Partner in writing of that retention, giving details of the Relevant Data that it must retain and the reason for such retention. Furthermore, CDL shall remain fully responsible for ensuring the proper storage, security, and lawful use of any retained Relevant Data, in strict compliance with Relevant Law and applicable data protection regulations.
- 8.3 Notwithstanding any termination or expiry of this Agreement, clause 0 shall continue in accordance with its terms and clause 13 shall continue to have effect as long as CDL retains any Partner Data.

9. EVENT OF FORCE MAJEURE

9.1 Neither party shall be liable to the other for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

9.2 If either party is delayed or prevented from performing its obligations due to an event of Force Majeure, that party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date of the event, the cause of the event and its estimated duration and any proposed action to be taken to overcome the effect of the event of Force Majeure;
- (b) use all reasonable endeavours to mitigate the effects of the event of Force Majeure upon the performance of its obligations under this Agreement; and
- (c) resume performance of its obligations as soon as reasonably possible.

9.3 If the event of Force Majeure persists for a continuous period of twenty-eight (28) days or more, either party may give five (5) Business Days prior written notice to the other to terminate the affected Services or this Agreement.

10. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party on the Commencement Date that:

- (a) it is a company duly incorporated with limited liability in Spain (in the case of CDL) and is a company incorporated in [Spain/Portugal] (in the case of the Partner);
- (b) it has all necessary licences, permits, approvals and consents to enter into this Agreement and perform its obligations under this Agreement; and
- (c) this Agreement, when executed, is binding and enforceable against it.

11. INDEMNITY AND LIMITATION OF LIABILITY

Each party (the “**first party**”) agrees to indemnify the other party on demand for all Losses suffered by the other party as a result of a breach by the first party of any term of this Agreement, provided that all consequential loss and loss of profit are excluded from this indemnity and the maximum, aggregate amount that may be claimed by either party in respect of all claims under this indemnity is €100,000, except in cases of fraud or gross negligence, or in the event of a breach of Relevant Law, Data Protection Law or confidentiality obligations where such cap shall not apply.

12. CONFIDENTIALITY

12.1 Each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any third party other than as allowed by this Agreement.

12.2 A party may disclose Confidential Information:

- (a) if and to the extent required by Relevant Law or by court order or on the request of any Regulatory Authority;

- (b) under conditions of confidentiality to its professional advisers, auditors, bankers, investors and Group Companies;
- (c) if such Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
- (d) with the prior written approval of the other party.

12.3 The obligations contained in this clause shall survive any termination of this Agreement, for any reason, for a period of two (2) years.

13. DATA PROTECTION AND SECURITY

13.1 In this clause, the following terms: “**controller**”, “**processor**”, “**data subject**”, “**personal data**” and “**processing**” (and “**process**”) shall have the meanings given in Data Protection Law.

13.2 Each party may disclose customer personal data comprised in the Partner Data (the “**Data**”) to the other party in order to perform its obligations and receive services under this Agreement, to maintain appropriate business records, to comply with Data Protection Law and for all other lawful purposes (the “**Permitted Purposes**”).

13.3 The parties acknowledge that each party is an independent controller of the Data and that each party will process the Data only for the Permitted Purposes. In no event will the parties process the Data as joint data controllers.

13.4 Each party shall be individually responsible for complying with all provisions of Data Protection Law that apply to it as a data controller insofar as the same relates to the provisions and obligations of this Agreement. In particular (and without limitation):

- (a) The parties shall only share Data using secure methods and shall ensure that appropriate consents or other lawful bases are in place to allow such sharing in accordance with Data Protection Law; and
- (b) Having regard to the state of technological development and the cost of implementing such measures, the parties shall have in place appropriate technical and organisational security measures in order to:
 - (i) prevent unauthorised or unlawful processing of the Data;
 - (ii) prevent the accidental loss or destruction of, or damage to, the Data; and
 - (iii) provide a level of security appropriate to the nature of the Data to ensure such Data is protected from any unauthorised or unlawful processing or accidental loss, destruction or damage.

13.5 Each party shall promptly notify the other party of:

- (a) any breach of Data Protection Law concerning the Data, any unauthorised or unlawful processing, use of, access to or theft of the Data and any loss of, damage to or destruction of the Data including any disclosure or accidental or unauthorised access made by their personnel or any other person; and

(b) any complaint, notice or written third party communication received by it which relates directly or indirectly to the processing of the Data or to its compliance with Data Protection Law in relation to the Services.

13.6 Each party agrees to provide reasonable assistance as is necessary to enable the other party to comply lawfully with requests or complaints from data subjects in relation to the Data and to respond to requests or instructions issued by any Regulatory Authority in connection with any Data.

13.7 Each party agrees to assist the other party in making any notifications to the data subjects concerned and/or the relevant Regulatory Authorities regarding any breach of Data Protection Law.

13.8 Each party shall keep records of consents and lawful bases for processing obtained or used in connection with the sharing or processing of Data and of all data subject requests in relation to any Data.

13.9 The parties agree that processing of the Data is necessary for purposes including the management of the contractual relationship between the parties and to assist the parties in complying with their legal obligations. The lawful bases for processing the Data include (i) the parties' legitimate business interests and (ii) compliance with their legal obligations.

13.10 Data may be processed by the parties throughout the Initial Term and thereafter for a period of up to the maximum period required by the applicable Data Protection Law.

14. ANTI-BRIBERY

Each party undertakes not to engage (and undertakes to procure that none of its directors, agents, contractors or employees engage) in any activity, practice or conduct which would constitute an offence relating to bribery or corruption under the Spanish or Portuguese Criminal Code or under any broadly equivalent laws of any other jurisdiction and undertakes to maintain in place throughout the Initial Term, and to enforce, policies and procedures designed to ensure compliance with the Spanish and Portuguese Criminal Codes and with those other laws.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the common laws of Spain and each party irrevocably agrees that the courts of Madrid, Spain shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

16. NOTICES

Any notices to be sent by one party to the other in connection with this Agreement shall be in writing and shall be delivered personally or sent by special delivery post to the addresses of each party as notified to the other party from time to time or may be sent by email to the relevant Authorised Officer.

17. GENERAL

17.1 Nothing in this Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between CDL and the Partner, authorise either party to act as agent for

the other party and/or authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

- 17.2 Variations of this Agreement shall not be effective unless recorded in writing and signed by the parties' authorised signatories.
- 17.3 In the event that any one or more provisions in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement.
- 17.4 Any failure or delay by either party in enforcing any provision of this Agreement shall not constitute a waiver or affect the right of such party to require the performance thereof by the other party.
- 17.5 Neither party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably refused or delayed, especially if the assignment or transfer is in favour of entities from the same Group.
- 17.6 This Agreement may be entered into in any number of counterparts and on separate counterparts, each of which when so executed and delivered shall be an original and all these counterparts shall together constitute one and the same instrument.

This Agreement has been executed and delivered on the date first stated above.

EXECUTED by

..... (director)

Name:

For and on behalf of

CURRENCIES DIRECT SPAIN E.D.E S.L.

EXECUTED by

.....

Name:

For and on behalf of

Schedule 1 - Services

The Partner shall provide the following services during the Initial Term:

- (a) Promote CDL and the Redpin Payments product offered by CDL in accordance with the Promotional Guidelines including by [featuring CDL, the Redpin brand and the Redpin Payments product prominently on its website and as a banner on its email communications and by contacting RPAs and actively pitching the concept of the Redpin Payments product to them;];
- (b) Adopt and roll out marketing initiatives developed by CDL from time to time in relation to the Redpin Payments product promptly upon being asked to do so by CDL;
- (c) Assist CDL in on-boarding Partner RPAs and introducing them to the Redpin Payments product;
- (d) Keep records of all RPAs which it has contacted in connection with the Services together with records of the RPA's reaction to Redpin Payments, a copy of these records to be provided to CDL on a quarterly basis; and
- (e) Ensure that Partner employees who deal with RPAs attend all training offered by CDL in connection with its Redpin Payments product and keep records of attendance at such training.

Under no circumstances shall CDL be under any obligation to:

- (a) pay for any expenses incurred by the Partner unless such expenses have been agreed by CDL in writing, in advance; or
- (b) enter into a Redpin Payments Agreement with any proposed RPA referred by the Partner.

Schedule 2 – Fees

1. The Partner shall be entitled to a one-off fee of Euros 1000 (the “**Fee**”) each time that it refers a Partner RPA to CDL provided that:

- (i) the Partner RPA executes and completes a valid Redpin Payments Agreement with CDL;
- (ii) the Partner RPA completes two transactions within 180 days of the date of the Referral using the Redpin Payments product where each transaction generates Net Profit for CDL and such transaction is not cancelled, terminated or unwound or subject to any dispute or investigation;
- (iii) the Partner has made the referral in accordance with this Agreement; and
- (iv) the Partner is itself an Active User at the time of the initial referral and on the date that CDL is due to pay the Fee.

The Fee shall be paid by CDL within 30 days of CDL receiving Net Profit from the third transaction referred to in section 1 (ii) above. Payment shall be made in Euros using a payment method agreed by the parties from time to time.

2. All sums including the Fee payable to the Partner under this Agreement are inclusive of all applicable IVA or similar value added tax. The Partner agrees that it has sole responsibility and liability for paying any applicable IVA or tax on such sums and shall promptly pay such IVA, if charged directly, to the relevant tax authorities or permit CDL to deduct the relevant amount from the fees or sums if charged indirectly via a reverse charge. The Partner is also responsible for the payment of all bank charges and transfer costs which relate to CDL’s payment of the fee and agrees that CDL may deduct such charges and costs from the fee.

3. The Partner shall not be entitled to any payment other than as specified in this Agreement in relation to the provision of the Services, the making of a Referral or the execution by a Partner RPA of any Redpin Payments Agreement or otherwise.

4. If any dispute arises in good faith as to the amount of fee payable by CDL to the Partner, the same shall be referred to an independent and reputable accounting firm agreed upon by both parties for settlement. The decision of such firm, save in the case of manifest error, shall be final and binding on both parties.

5. If either party fails to pay any amount due under this Agreement by the due date for payment, then the receiving party shall be entitled to charge interest on the overdue amount at the rate of two per cent (2%) per annum above Barclays Bank’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The paying party shall pay the interest on demand together with the overdue amount.