



KOR UNIVERSAL SERVICES AGREEMENT

This KOR Universal Services Agreement (this “USA” or “Agreement”) is made by and between KOR Financial, Inc., with offices at 2136 Lassiter Dr NE, Marietta, GA 30066 (“KOR”) and _____ with permanent address at _____ (“Client”), and is effective as of _____ (the “Effective Date”).

Background

Whereas KOR and Client wish to enter into this USA whereunder KOR provides Client with certain Services, as described below.

NOW THEREFORE, in consideration of the above premise and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KOR and Client (each, a “Party,” and collectively, the “Parties”) hereby agree as follows:

Terms and Conditions

1. DEFINITIONS

“**Administrative User**” means a User authorized by Client to change any Client’s User profile, rights, role or configuration or other Client entity level information that affects Client’s interaction with and use of any KOR SaaS Services.

“**Affiliate**” means any Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person.

“**Client Data**” means any and all information, data, files, records and other materials, including Personal Information.

“**Client Materials**” means any and all Client Data, all Client Technology, all information Client provides to KOR regarding Users, and all other information, data and materials made available to KOR or its personnel by Client or any Users in relation to any Services or otherwise in connection with this USA.

“**Client Technology**” means all software, hardware, systems, networks, or other technology of Client or any of its Affiliates or Users, including such technology utilized thereby to access any Services. For the avoidance of any doubt, Client Technology does not include any Services or Documentation provided by KOR.

“**Contractor**” means an independent contractor or subcontractor of Client engaged by, and acting for the benefit of, Client.

“**Control**,” “**controls**” and “**controlled**,” as used in the definition of Affiliate above, mean the possession, directly or indirectly, of more than fifty percent (50%) of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

“**Data Protection Laws**” means Laws relating to the use, protection, privacy, and/or security of Personal Information, which is expected to include name, e-mail address, title and office location.



“**Documentation**” means any and all (i) user guides, technical documents, specifications and other documentation relating to the KOR SaaS Services or other Services, as KOR may, in its discretion, make available to Client from time to time, in electronic form via the KOR User Portal or otherwise, *but excluding* any sales or marketing materials or other materials on www.korfinancial.com which are not password-protected, and (ii) Modifications thereto as KOR may, in its discretion, make available from time to time under this USA.

“**Governmental Authority**” means any governmental, regulatory or self-regulatory authority, organization, agency, court, tribunal, arbitral body, or commission, or any other similar body or organization exercising governmental or quasi-governmental power or authority.

“**KOR SaaS Services**” means hosting of the KOR System and delivery thereof as a service to and for the benefit of the Client.

“**KOR System**” means any and all (i) websites, interfaces, software, downloadable applications, administrative tools and other systems described in the applicable Addendum, and any and all Modifications thereto as KOR may, in its discretion, make available to Client from time to time under this USA, together with (ii) Documentation relating thereto.

“**KOR Technology**” means the KOR System and all other hardware, software, platforms, user interfaces, and/or communication mechanisms used by or on behalf of KOR in connection with the Services.

“**KOR User Portal**” means a password-protected portion of KOR’s website located at www.korfinancial.com or such other website as KOR may specify from time to time.

“**Laws**” means all laws of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded.

“**Malicious Code**” means any computer virus, Trojan horse, worm, ransomware, malware, time bomb, or other similar code or hardware component designed to disable, damage or disrupt the operation of, permit unauthorized access to, erase, destroy or modify any software, hardware, network or other technology.

“**Modifications**” means modifications, enhancements, bug fixes, upgrades, updates, new versions and replacements to or of, and derivative works based on, a specified product or service.

“**Person**” means an individual or a partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

“**Personal Information**” means any personal data that relates to an identified or identifiable individual, as defined under applicable Data Protection Law.

“**User**” shall have the meaning set forth in the applicable Addendum or in any rulebook referenced by such Addendum, or, if no such definition is provided therein, shall mean any employee, consultant, Contractor of Client authorized by Client to utilize any Services.

2. SERVICES

- a) **Services.** KOR shall use commercially reasonable efforts that comply with industry standards to perform those services set forth in one or more addenda to this USA which addenda are separately executed by both Parties (each, an “**Addendum**”), each of which shall describe the specific KOR SaaS Services and implementation, training, support and maintenance, and/or other services (if any) to be provided by KOR thereunder (collectively, “**Services**”) and related subject matter, including the fees for such Services (collectively, “**Fees**”). Each Addendum agreed to and executed by an



authorized representative of each Party is incorporated into, and subject to the terms and conditions of, this USA and will include support from KOR's client service team.

- b) **Grant of Access.** Subject to the terms and conditions of this USA (including termination of such right and license), KOR hereby grants to Client a non-exclusive, non-transferable, non-sublicensable, right and license (i) to permit Users to access and use the KOR SaaS Services, solely (a) for Client's internal business purposes or as otherwise expressly provided in the applicable Addendum, (b) via such passwords, user IDs and/or other access methods as KOR may prescribe from time to time (collectively, "**Access Methods**"), and (c) in compliance with the KOR Acceptable Use Policy available via the KOR User Portal and any and all other written KOR policies provided to Client, as such policies may be updated by KOR from time to time (collectively, the "**AUP**"); and (ii) to use any other Services provided under the applicable Addendum. KOR acknowledges and agrees that all rights to access and use the Services pursuant to this Agreement apply equally to any Users identified by Client as authorized to access and use such services, but shall not otherwise include any Affiliates of Client.
- c) **Subcontractors.** KOR may from time to time subcontract the performance of any or all Services to KOR Affiliates or third parties; *provided that* KOR shall be and remain responsible for compliance by any such subcontractors with all applicable terms and conditions of this USA.
- d) **Modification and Discontinuance of KOR SaaS Services' Features or Functionality.** Notwithstanding any other provision of this USA, Client acknowledges and agrees that KOR may from time to time, in its sole discretion and with or without notice to Client, modify and/or discontinue any features or functionality of the KOR SaaS Services. KOR shall provide Client reasonable prior written notice of any such modification or discontinuance it deems likely to adversely affect Client's use of the KOR SaaS Services in any material respect (a "Material Change") as to a particular component of the KOR SaaS Services as recited in any addendum, and Client shall have the right to terminate the impacted component of the KOR SaaS Service within 30 calendar days of notice of modification or discontinuance and shall receive a refund of any amounts paid in respect of KOR SaaS Services not performed as a result of such termination. Utilization of the KOR SaaS Services following the implementation of any modified KOR SaaS Services shall constitute Client's acceptance thereof.
- e) **Suspension.** Without prejudice to any other rights or remedies of KOR, KOR may, in its sole discretion, restrict, suspend or terminate access and use of the KOR SaaS Services by any or all Users in the event of (i) any material violation by any User of the AUP after receipt of written notice describing the breach in reasonable detail, or (ii) if KOR reasonably believes continued use thereby threatens the integrity or security of the KOR SaaS Services or violates, or is reasonably likely to violate, the rights of any Person or applicable Laws. To the extent reasonably practicable and not prohibited by applicable Laws, KOR will provide advance notice to Client of any such suspension. KOR will promptly reinstate Client's access and use only if and when the issue triggering the suspension has been resolved. KOR may terminate a User's access to the System if User has no activity for a period of 365 or more consecutive days on behalf of Client.
- f) **Trial Services.** If Client is using a free trial, a proof of concept version of KOR SaaS Services, or a beta version of the KOR SaaS Services (collectively, "**Trial Services**"), KOR makes such Trial Services available to Client until the earlier of: (i) the end of the free trial or proof of concept period or beta testing period as communicated by KOR or as set forth in the applicable Addendum; and (ii) KOR making available to Client any purchased



version of such KOR SaaS Services (“**Trial Services Period**”). Notwithstanding the provisions of **Section 2(b)** above, during the Trial Services Period, the Client may use the Trial Services solely for their internal business purposes and solely for purposes of evaluating the KOR SaaS Services, in accordance with and subject to the terms and conditions of this USA. Any and all data Client enters into the Trial Services and any configurations made to the Trial Services by or for Client during the Trial Services Period will be permanently lost unless Client: (A) has purchased a subscription to the same KOR SaaS Services as covered by the Trial Services and the applicable Addendum provides for retention of such Client Data; or (B) exports such data or configurations before the end of the Trial Services Period. NOTWITHSTANDING ANY PROVISION OF THIS USA TO THE CONTRARY, (X) KOR PROVIDES THE TRIAL SERVICES SOLELY ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND (Y) EXCEPT TO THE EXTENT LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAWS, KOR SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT DAMAGES, WITH RESPECT TO USE BY CLIENT OF THE TRIAL SERVICES INFRINGE UPON ANY INTELLECTUAL PROPERTY RIGHTS OR ANY LOSS OF DATA UNLESS CAUSED BY KOR’S GROSS NEGLIGENCE, FRAUD OR WILFULL MISCODUNCT.

3. CLIENT OBLIGATIONS

- (a) **Users.** Client is solely responsible for: (i) ensuring only appropriately authorized Users have access to KOR SaaS Services and other Services, (ii) ensuring such Users have been trained in proper use thereof, as applicable, (iii) ensuring and maintaining confidentiality, security and proper usage of such Users’ Access Methods, (iv) all activities that occur through use of the Access Methods, whether or not authorized by Client, and (v) revoking the Access Methods of any User immediately upon the termination of such User’s employment or other engagement by Client or any other time such Person is no longer authorized to use the KOR SaaS Services. Notwithstanding any other provision of this USA, all acts and omissions of Users shall be deemed acts and omissions of Client for purposes of this USA and any breach of any terms or conditions of this USA by a User shall be deemed a breach by Client.
- (b) **Administrative User Access.** For each applicable Addendum, Client shall designate and notify KOR of a User designated by Client to serve as Client’s Administrative User in respect of the Services to be provided under such Addendum. Client shall notify KOR promptly of any and all temporary or permanent substitutions or replacements therefor.
- (c) **Connectivity.** As between KOR and Client, except as otherwise expressly provided in this USA, Client shall be solely responsible for (i) all its software, its hardware, its networks and its other technology that Client and the Users utilize to access the Services, (ii) any and all unavailability, malfunction, errors and failures thereof, and (iii) any and all damages, losses, costs and expenses associated therewith. Other than the services provided under this USA, KOR shall have no responsibility to provide any such resources to Client.
- (d) **Client Data and Other Client Materials.** As between KOR and Client, except as otherwise set forth in any applicable Addendum with respect to Services to be provided by KOR thereunder, Client is solely responsible for: (i) the content, quality and accuracy of Client Data and other Client Materials; (ii) obtaining any consents or other required authorizations, and providing any notices required, with respect to the collection, processing, storage, transmission and other uses of all Client Data and other Client Materials, including any Personal Information therein, as set forth in this USA; and (iii) ensuring that all Client Data and other Client Materials, and all uses thereby of the Services, including any processing of Personal Information and other information, data



and materials via the KOR SaaS Services, comply with applicable Laws, including applicable Data Protection Laws. Without limiting the generality of the foregoing, Client acknowledges that, as between the Parties, Client is responsible for backing up and maintaining copies of all Client Data and other Client Materials provided to or received from KOR.

- (e) **Assistance and Other Resources.** Client shall promptly provide to KOR all such assistance, data, information, materials and other resources as may be reasonably requested by KOR in connection with KOR's provision of the Services under this USA. Without limiting any other provision of this USA, and unless otherwise foreseen under the USA under no circumstances shall KOR be liable for any failure to provide any Services, any delays in providing any Services, unavailability of any Services, or other issues with respect to any Services, attributable to any failures or delays by Client in fulfilling the foregoing obligation or any other dependencies set forth in this USA, including the applicable Addendum. In addition, KOR shall be entitled to rely on the competency, accuracy and currency of all such assistance and other resources provided by Client, as applicable.
- (f) **Notification.** Client shall notify KOR promptly upon becoming aware of: (i) any violation of this USA by any then-current or former User and any and all remedial action taken by Client in connection therewith; (ii) any and all actual or suspected unauthorized disclosures or uses of any Access Methods or any thefts, losses or other breaches of security with respect to any Access Methods; (iii) any and all actual or suspected unauthorized use or misuse of any Services by Client; (iv) any actual or suspected infringement or other violation of any rights of KOR, its Affiliates or its third party licensors, service providers or other suppliers (such licensors, service providers and other suppliers, collectively, "**Suppliers**"); (v) any other acts or omissions of any Person which might jeopardize or prejudice the rights of KOR or any Suppliers in any Services or threaten the integrity or security of any Services; and (vi) any claim, demand, or cause of action brought against Client or any other Person, or any subpoena or other similar legal document served upon Client or any other Person, which relates to this USA or any Services. Notwithstanding the foregoing, except to the extent mandated by applicable Laws, KOR shall have no obligation hereunder to investigate, prosecute, or otherwise take any action in respect of any violation of which it is notified by Client.

4. REPRESENTATIONS AND WARRANTIES.

Each Party hereby represents and warrants to the other Party that (i) it has read, understands, and agrees to be bound by this USA, (ii) it has the requisite corporate power and authority to execute and perform this USA, and (iii) its execution and performance of its obligations hereunder will not violate any applicable Law, contract or other obligation by which it is bound. Client represents to KOR that no Client Data or other Client Materials do or will infringe or otherwise violate any intellectual property rights or other proprietary rights of any Person. KOR represents to Client, to the best of KOR's knowledge, that the KOR SaaS Systems, the KOR Technology, and any other services provided under this USA, or any Addendum do or will infringe or otherwise violate any intellectual property rights or other proprietary rights of any Person. Each Party shall, and Client shall ensure all Users, comply with all applicable Laws in providing or utilizing any Services and otherwise exercising any rights and performing any obligations under this USA. KOR represents and warrants that (a) the Services delivered under this Agreement will operate substantially in conformity with its applicable Documentation and utilize features and functions of the Services as reasonably determined by KOR; and (b) it uses best effort to ensure the Services do not contain, and will not transmit to Client or its systems, any viruses, Trojan horses, timebombs, or any other



code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of Client's systems.

5. FEES, TAXES AND OTHER CHARGES.

In consideration for the Services, Client shall pay KOR all Fees due hereunder within forty-five (45) days of Client's receipt of each invoice therefor, except as otherwise set forth in the applicable Addendum. All such Fees are exclusive of all applicable taxes and other amounts assessable by any Governmental Authority, under applicable Laws, with respect to the Services or this USA, however, designated, levied or imposed (collectively, "**Taxes**"). In respect of applicable Fees, Client shall be responsible for (and shall promptly pay or reimburse KOR for, as applicable) any and all such Taxes as may be assessed against KOR, *other than* any Taxes based on KOR's net income. Unless otherwise set forth in the applicable Addendum, all amounts paid to KOR hereunder shall be paid in United States dollars, within forty-five (45) days of receipt of the applicable invoice therefor, and are non-refundable. Any amounts not disputed in accordance with this paragraph and not paid by the due date therefor shall be subject to late fees equal to the lesser of 1.5% per month or the maximum amount permissible under applicable law. If Client disputes in good faith any invoiced amount, Client may, within forty-five (45) days of the date of the applicable invoice, notify KOR of such dispute via an email sent to billing@korfinancial.com or via any alternative support-related resource as KOR may specify from time to time. Requests to adjust any invoices received after the forty-five (45) day period referenced above will not be accepted by KOR. If KOR agrees to any adjustment requested by Client, such adjustment will be applied (if applicable) as a credit and appear in the relevant invoice during the next billing cycle; or, in the case of a termination such adjustment will otherwise be settled via a refund.

6. TERM AND TERMINATION

(a) **Term.** The term of this USA will commence on the Effective Date and will continue in full force and effect until and unless terminated as set forth in this USA. The USA term will expire automatically twelve (12) months following any period of no outstanding Addendums.

(b) **Termination by Client for Cause**

(i) Client may terminate this USA in its entirety, or terminate any individual Addendum, for cause, at any time upon at least thirty (30) calendar days' written notice to KOR. Upon any termination by Client for cause, KOR shall refund to Client the pro rata unused portion of any prepaid fees.

(c) **Termination by KOR**

(i) KOR may terminate this USA in its entirety, or terminate any individual Addendum, upon at least one hundred twenty (120) days' written notice to Client, in the event KOR is discontinuing the provision of the applicable Services and/or winding down its business.

(ii) KOR may terminate this USA immediately upon written notice to Client if:

(1) Client materially breaches the AUP and fails to remedy such breach within thirty (30) days of Client's receipt of notice from KOR;



- (2) Client fails to pay any undisputed Fees due hereunder within forty-five (45) days of Client's receipt of notice from KOR;
 - (3) Client breaches this USA in any material respect and fails to remedy such breach within thirty (30) days of Client's receipt of notice from;
 - (4) Client (i) (a) becomes insolvent, (b) voluntarily commences any proceeding or files any petition under applicable bankruptcy Laws, (c) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable Laws, which proceedings are not dismissed within sixty (60) days, (d) makes an assignment for the benefit of its creditors, or (e) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business; or (ii) passes a resolution for its winding up or dissolution or a court of competent jurisdiction makes an order for such winding up or dissolution; or
 - (5) such termination is required by applicable Law or court order; or
 - (6) if the performance by KOR of any obligations under this USA has become or within 180 days shall become illegal due to a change or amendment to any applicable Laws (including changes to official interpretations of or guidance regarding unchanged Laws and changes to KOR's internal policies that result from such change or amendment to applicable Laws).
- (d) **Consequences.** Following termination of this USA, the Client's rights (and the rights of any Users) to access the KOR SaaS Services and/or other Services shall be revoked, and KOR shall cease providing the Services to Client. Upon termination for any reason, (i) all outstanding Fees for Services rendered prior to the effective date of termination shall become immediately due and payable and (ii) any portion of any Fees paid in respect of a period following such effective date of termination, and any other prepaid fees, shall be immediately refunded by KOR to Client (as reasonably determined by KOR, subject to Client's right to reasonably dispute such determination).
- (e) **Survival.** The expiration or termination of this USA for any reason will not affect the accrued rights of the Parties or the right of either Party to sue for damages arising from a breach of this USA. The rights and obligations of the Parties set forth in this USA which by their terms survive the termination of this USA shall remain in full force and effect beyond the effective date of expiration or termination of this USA, including **Sections 2(f)** (solely with respect to the disclaimer and limitation of liability), **3(a), 3(d), 5, 6(d), and 7** through **26** (inclusive).

7. CONFIDENTIALITY AND DATA SECURITY.

- (a) **Confidential Information.** Except as otherwise described in this USA, each Party shall treat as strictly confidential all non-public, confidential or proprietary information, data and materials of the other Party and any of its Affiliates (and with respect to Client, its Users), including all information, data and/or materials it receives from, or is given access to by, the other Party under this USA in any form, media or manner, including orally, electronically or in writing (collectively, "**Confidential Information**"), using at least the same degree of care it employs to protect its own confidential information, and in no event with less than reasonable care. Without limiting the generality of the foregoing, Confidential Information of KOR includes all non-public information contained within or otherwise relating to the KOR System, Documentation, KOR SaaS Services and other aspects of the Services (*excluding* Client Data and other Client



Materials). Notwithstanding the foregoing, Confidential Information will not include information, data or materials that (i) the receiving Party can demonstrate were independently developed thereby without use of or referral to any Confidential Information of the other Party; (ii) the receiving Party can demonstrate were lawfully received free of restriction from another source with the right to furnish such information, and other than as a result of its relationship with the receiving Party; or (iii) are or become generally available to the public other than as a result of a breach hereof by the receiving Party, including via the direct or indirect acts of the receiving Party or any of its employees, contractors, agents or representatives (and, with respect to Client, any former or current Users).

- (b) **Non-Disclosure and Non-Use.** The receiving Party shall not, directly or indirectly, (i) use the Confidential Information of the other Party for any purpose other than the performance of its obligations, or exercise of its rights expressly granted, under this USA or any Addendum, or (ii) divulge any Confidential Information, without the other Party's prior written consent, to any Person other than those employees, consultants contractors, agents and representatives of the receiving Party or any of its Affiliates (and in respect of Client, its Users) (collectively, "Representatives") who need to know such Confidential Information to perform any of the receiving Party's obligations or exercise any of its rights under this USA. Each Party shall be responsible for compliance with all applicable terms of, and for any breach of, this **Section 7** by all such Persons to whom it permits access to the disclosing Party's Confidential Information.
- (c) **Mandated Disclosure.** Notwithstanding the foregoing, if disclosure of any Confidential Information of the other Party is required, mandated or requested by applicable Laws, or by an order of a court or Governmental Authority (which for purposes hereof, shall constitute a requirement of "Law"), each of competent jurisdiction, then (i) if not so prohibited by an order of a court or Governmental Authority of competent jurisdiction, the receiving Party or its applicable Representative shall promptly notify the other Party of such requirement, (ii) if so requested by the other Party, the receiving Party shall use good faith efforts, in consultation with the other Party, to secure a protective order or other confidential treatment of the Confidential Information to be disclosed, and (iii) the receiving Party or its applicable Representative may furnish only that portion of the Confidential Information required by Law to be disclosed. Notwithstanding the foregoing, Client may disclose Confidential Information, and to the extent legally permitted shall, give prior written notice to KOR, in response to a request from a regulator.
- (d) **Data Security.** KOR shall establish and maintain throughout the term of this Agreement and any Addendum a comprehensive written data security program that is based on a recognized standard or standards for information protection (e.g., NIST Cybersecurity Framework, ISO/IEC 27000-series, COBIT) and includes administrative, technical, and physical policies, procedures and safeguards for the protection of Client Materials in the possession or under the control of KOR. KOR's data security program shall be designed specifically to (i) ensure the security, integrity, availability, and confidentiality of Client Materials, (ii) protect against any anticipated threats or hazards to the security or integrity of Client Materials, and (iii) protect against the destruction, loss, unauthorized access or alteration of Client Materials.
- (e) **Data Safeguarding.** KOR shall apply appropriate measures to digitally conceal Client Materials deemed to be confidential and shall apply technical controls to prevent and detect any attempts to modify Client Materials in an unauthorized manner. When KOR maintains credentials to identify, authenticate or authorize access to data by Client's



employees, partners, or other authorized users, all passwords and other authentication factors shall be digitally concealed and never stored, processed, or transmitted in plain language or an easily recognizable sequence of symbols. KOR's policies and procedures shall be (i) no less rigorous than those maintained by KOR for its own information, (ii) no less rigorous than industry standard best practices for locations, and (iii) adequate to meet the requirements of applicable regulations and laws.

- (f) **Risk Assessments.** KOR shall engage a reputable third-party vendor to conduct periodic vulnerability risk assessments, but in no event not less frequently than once every calendar year, to identify any threats and/or vulnerabilities that might compromise the security, confidentiality, availability, or integrity of any Client Data, and monitor and test KOR's data security program to ensure its effectiveness. KOR shall review and adjust its data security program in light of assessed risks and vulnerabilities and any advancements in technology and/or security practices to maintain compliance with its security obligations under this Agreement.
- (g) **Client Notification.** If KOR discovers or is notified of any accidental or intentional breaches or potential breaches of the security, or suspects any loss, theft, damage or any unlawful or unauthorized uses or disclosures of Client Materials or Personal Information in KOR's or its agent's or sub-processor's custody or control, KOR shall (i) notify Client, including the security contact if provided, promptly as possible, but in no event later than seventy two (72) hours after discovery of the breach or potential breach of the security of Client Materials, (ii) immediately secure the affected systems to prevent further or continuing breaches, (iii) promptly investigate such breach or potential breach, perform a root cause analysis, and (iv) remediate the effects of such breach or potential breach of security on Client Materials and provide Client with such commercially reasonable assurances as Client shall request that such breach or potential breach will not reoccur. During the term of this Agreement, KOR will align with the ISO/IEC 27000-series standard, or any successor standard which may come into effect from time to time during the term, to achieve an effective response to incidents.

8. RIGHTS IN INTELLECTUAL PROPERTY

- (a) **Client Property.** As between the Parties, with the exception of such rights expressly granted to KOR in this USA, Client owns all rights, title and interest in and to all Client Data, other Client Materials, Client Confidential Information, Client Marks (as defined below) and Client Technology, together with all intellectual property in and to the foregoing (collectively, "**Client Property**"). Nothing in this USA shall be construed to grant KOR any rights in Client Property beyond those expressly provided herein. Client hereby grants to KOR a non-exclusive, non-transferable, non-sublicensable, royalty-free, fully paid-up, right and license, to (i) access, collect, copy, process, store and otherwise use all Client Materials solely for purposes of performing the Services and otherwise performing KOR's obligations and exercising its rights under this USA, and for no other purposes and to permit KOR's Affiliates and other subcontractors to use Client Materials solely for such purposes, and (ii) anonymize Client Data and aggregate such anonymized Client Data with data of other KOR clients (such anonymized and aggregated compilations, collectively, "**Aggregated Data Compilations**"), and use such compilation for any and all such business purposes as KOR may determine in its sole discretion. KOR may not display Client's trade names, trademarks, and/or logos (collectively, "**Client Marks**") to identify Client as a client of KOR or otherwise, unless Client (in its sole discretion) written consents thereto in advance. If KOR uses any Affiliates or any other third party in connection with this Agreement, KOR is not released from responsibility for its obligations under this Agreement. KOR is fully liable for all services provided by



each Affiliate or any other third party to the same extent as if KOR had performed the services itself, for the acts and omissions of Affiliates or such third party as if such acts or omissions were committed by KOR, and for any breach of this Agreement by any Affiliate or such third party.

- (b) **KOR Property.** Except for the limited rights expressly granted to Client in this USA, all rights, title, and interest in and to the KOR System, KOR SaaS Services, other Services, Documentation, KOR Confidential Information, KOR Technology, and all Aggregated Data Compilations together with all intellectual property in and to the foregoing (collectively, “**KOR Property**”) are, as between the Parties, vested in and reserved by KOR (or its Affiliates or Suppliers). Client shall not at any time, directly or indirectly, and shall ensure no Users, (i) make any claim of ownership in or to any KOR Property, (ii) apply to register any KOR Property in any jurisdiction, or (iii) otherwise do or cause to be done any act contesting or otherwise impairing any rights of KOR (or its Affiliates or Suppliers) in or to any KOR Property.
- (c) **Feedback.** If Client or any User provides to KOR any suggestions, ideas, comments or other feedback with respect to the System and/or any Services (collectively, “**Feedback**”), Client, on behalf of itself and its Users, hereby irrevocably and unconditionally assigns to KOR, and irrevocably and unconditionally waives, any and all rights, title and interest that Client or any User may have with respect thereto in any and all media, languages, and jurisdictions throughout the world, now known or hereafter devised, including all Intellectual Property therein, and acknowledges that KOR may utilize such Feedback in any manner, media and territory worldwide as KOR may, in its sole discretion, determine.

9. **DISCLAIMERS.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS USA, KOR WILL USE ITS BEST EFFORTS TO PROVIDE ALL SERVICES AND DOCUMENTATION CONTEMPLATED HEREIN, WHICH SERVICES AND DOCUMENTATION ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND AS BETWEEN THE PARTIES, CLIENT BEARS THE SOLE RISK OF ITS OWN OPERATION AND USE OF THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND SUBJECT TO SECTION 10, CLIENT EXPRESSLY ACKNOWLEDGES THAT (i) USE OF THE SERVICES COULD RESULT IN THE LOSS, UNAUTHORIZED DISCLOSURE, DISTORTION, MODIFICATION, AND/OR CORRUPTION OF CLIENT DATA AND OTHER CLIENT PROPERTY, AND (ii) NONE OF THE SERVICES OR DOCUMENTATION CONSTITUTE, OR ARE INTENDED TO CONSTITUTE OR BE A SUBSTITUTE FOR, ANY FINANCIAL, TAX, TRADING, INVESTMENT, ACCOUNTING, LEGAL, REGULATORY, COMPLIANCE OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL SERVICES, OF ANY KIND.

10. **LIMITATION OF LIABILITY.**

- (a) **Limitations.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL KOR OR ANY OF ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THE MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF KOR OR ANY OF ITS AFFILIATES OR SUPPLIERS (COLLECTIVELY, “**KOR PARTIES**”) BE LIABLE FOR ANY DAMAGES OTHER THAN ACTUAL DAMAGES AND DOES NOT INCLUDE SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES THAT ARE TRADING LOSSES, INVESTMENT LOSSES, DAMAGES FOR LOSS OF PROFITS, LOSS OF



REVENUE, OR BUSINESS INTERRUPTION), ARISING OUT OF OR IN CONNECTION WITH THIS USA OR ANY USE OF (WHETHER OR NOT AUTHORIZED), ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF ANY SERVICES OR DOCUMENTATION HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE AND/OR ANY KOR PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT SPECIFICALLY AGREES THAT NO KOR PARTIES ARE LIABLE FOR THE ACCURACY, AVAILABILITY, CURRENCY, COMPLETENESS, PRIVACY, RELIABILITY, LEGALITY, USEFULNESS, OR VALIDITY OF ANY CLIENT DATA OR OTHER CLIENT PROPERTY AS ORIGINALLY PROVIDED BY CLIENT OR AS MODIFIED PURSUANT TO ANY ADDENDA TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN THE EVENT ANY KOR PARTIES ARE HELD LIABLE FOR ANY REASON ARISING FROM OR RELATED TO THIS USA, THE AGGREGATE LIABILITY OF SUCH KOR PARTIES SHALL NOT EXCEED ACTUAL DAMAGES UP TO THE TOTAL FEES PAID TO KOR UNDER THE APPLICABLE ADDENDUM DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EARLIEST ACT OR OMISSION GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FOREGOING, THE TWELVE (12) MONTH LIMITATION ON ACTUAL DAMAGES FROM LIABILITY SET FORTH IN THIS **SECTION 10(a)** SHALL NOT APPLY TO ANY LIABILITY ARISING FROM KOR'S WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE; OR KOR'S BREACH OF ITS OBLIGATIONS IN SECTION 7 ("CONFIDENTIALITY AND DATA SECURITY") OR KOR'S OBLIGATION UNDER SECTION 11 ("INDEMNIFICATION").

- (b) **Time Bar.** CLIENT AGREES THAT ANY CAUSES OF ACTION THEREBY RELATED IN ANY WAY TO THIS USA OR ANY SERVICES OR DOCUMENTATION MUST BE BROUGHT WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OR SHALL, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS, BE PERMANENTLY BARRED.
- (c) **Client Limitations.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL CLIENT OR ANY OF ITS AFFILIATES, OR ANY OF THE MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF CLIENT OR ANY OF ITS AFFILIATES OR SUPPLIERS (COLLECTIVELY, "**CLIENT PARTIES**") BE LIABLE FOR ANY DAMAGES OTHER THAN ACTUAL DAMAGES AND DOES NOT INCLUDE SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES THAT ARE TRADING LOSSES, INVESTMENT LOSSES, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, OR BUSINESS INTERRUPTION), ARISING OUT OF OR IN CONNECTION WITH THIS USA, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE AND/OR ANY CLIENT PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN THE EVENT ANY CLIENT PARTIES ARE HELD LIABLE FOR ANY REASON ARISING FROM OR RELATED TO THIS USA, THE AGGREGATE LIABILITY OF SUCH CLIENT PARTIES SHALL NOT EXCEED ACTUAL DAMAGES UP TO THE TOTAL FEES PAID OR PAYABLE TO KOR UNDER THE APPLICABLE ADDENDUM DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EARLIEST ACT OR OMISSION GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS **SECTION 10** SHALL NOT APPLY TO ANY LIABILITY ARISING FROM CLIENT'S WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE; OR CLIENT'S BREACH OF ITS OBLIGATIONS IN SECTION 7 ("CONFIDENTIALITY AND DATA SECURITY") OR CLIENT'S OBLIGATION UNDER **SECTION 11** ("INDEMNIFICATION").

11. INDEMNIFICATION.



- (a) **By Client.** Solely with regard to third-party claims, Client shall defend, indemnify, reimburse, and hold harmless KOR and its Affiliates and their directors, officers, and employees (collectively, the “**KOR Indemnified Parties**”) from and against any and all losses, liabilities, judgments, damages, costs, and expenses of any nature whatsoever, including reasonable attorney’s fees (collectively, “**Losses**”) to the extent resulting from or arising out of any third party claim, action or proceeding that any Client Data, or the use thereof, infringes or otherwise violates any intellectual property rights, and any breach of this USA or any Addendum by Client or any gross negligence by Client, including Users and any other Persons using Services under any of Client’s Access Methods (whether or not authorized), in connection with access to or use of any Services or Documentation, except to the extent any such Losses are caused by the gross negligence, willful misconduct or fraud of KOR. Client will have no obligation to KOR to the extent any such claim or Loss is based upon or results from: (i) KOR’s use of the Client Data in violation of this Agreement, if the claim would not have arisen but for such use; or (ii) modification of the Client Data by KOR or its agents, if the claim would not have arisen but for such modification.
- (b) **By KOR.** KOR shall defend, indemnify and hold harmless Client and its Affiliates and their directors, officers, and employees (collectively, the “**Client Indemnified Parties**”) from and against any Losses resulting from or arising out of any third party claim, action, or proceeding (i) by a third party that the Services, KOR SaaS Services, the KOR Systems, the KOR Technology, Documentation or other materials provided by KOR, infringe or otherwise violate any copyright, patent, trade secret or other intellectual property right (an “**IP Claim**”); (ii) arising from errors in transmission or processing of Client Materials caused by the Services or KOR, or (iii) arising out of any breach of this USA or any Addendum or any gross negligence, willful misconduct or fraud of KOR, except to the extent any such Losses are caused by the gross negligence, willful misconduct, fraud or breach of this Agreement by Client.
- (c) For purposes of this Agreement, damages arising from indemnification are deemed to be direct damages.
- (d) **Procedures.** The indemnified party shall (i) notify the indemnifying party of any such claims as soon as possible after becoming aware thereof provided, however that any delay or failure to notify the indemnifying party shall not relieve the indemnifying party of its indemnification obligations hereunder, except to the extent, if at all, that the indemnifying party has been materially prejudiced as a direct result of such delay or failure; (ii) permit the indemnifying party, at its own expense, to have sole conduct and control of all legal proceedings in connection with such IP Claim or the settlement or other compromise thereof, *provided that* the indemnifying party obtains the prior written consent (which consent shall not be unreasonably withheld or conditioned) of the indemnified party to any settlement or compromise that incurs or imposes liability or obligation on any of the indemnified party; and (iii) give the indemnifying party (and any Person acting on behalf of or authorized by the indemnifying party) all reasonable assistance with such defense of such claim, at the indemnifying party’s sole cost and expense. The indemnified party may participate in such defense at its sole cost, and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.
- (e) In addition, if the Services are held to violate, or in KOR’s reasonable opinion are likely to violate, any intellectual property rights of a third party, KOR shall, at its reasonable discretion and expense: (A) secure the right for Client to continue use of the infringing



Services; or (B) replace or modify the infringing Services such that they are no longer in violation of the applicable third party rights, provided that such replacement or modification maintains substantially equivalent substance and functionality. If neither of the foregoing options can be implemented on commercially reasonable terms or within a reasonable timeframe, either Client or KOR may terminate the applicable Addenda and KOR shall promptly refund to Client the pro-rated unused portion of any prepaid Fees by Client hereunder in respect of the terminating Services.

12. FORCE MAJEURE

If the performance of this USA by either Party (other than payment of any amounts owed under this USA) is prevented, hindered, delayed or otherwise made impracticable or degraded by reason of any cause beyond a Party's reasonable control, including any flood, riot, infrastructure (physical, electric, or communication), pandemic, damage or failure, act of terrorism (cyber or physical) or fire (each, a "**Force Majeure Event**"), that Party shall be excused from such performance to the extent, including for the duration of time, it is prevented, hindered or delayed by such Force Majeure Event.

13. NOTICES

Except as otherwise expressly provided herein, all notices, certifications, requests, demands, and other required communications hereunder: (i) shall be in writing; (ii) may be delivered by hand or by any nationally recognized private courier (*e.g.*, Federal Express, UPS), with a mandatory email copy to be delivered to KOR at legal@korfinancial.com or Client at the legal contact listed and maintained by Client in the KOR System; (iii) shall be effective upon delivery to the addressee; and (iv) shall be addressed as follows: (a) if to KOR: KOR Financial, Inc., 2136 Lassiter Field Dr. NE, Marietta, GA 30066, United States; and (b) if to Client, to such address maintained in the KOR System by the Client Administrative User; or (c) to such other address or addresses for notice purposes as may hereafter be specified by notice given by one Party to the other. Notwithstanding the foregoing, payments by Client should be made in the manner and to such address as specified in the applicable invoice.

14. RELATIONSHIP

Nothing in this USA shall constitute or be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties (or between KOR and any User), and neither Party (nor with respect to Client, any Users) shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose.

15. ADVERTISING AND PUBLICITY

Neither Party shall make or permit to be made any press release or other public announcement concerning the existence, subject matter or terms of this USA or relationship between the Parties, without the prior written consent of the other Party.

16. ENTIRE AGREEMENT

This USA, including all Addendums, constitutes the entire understanding between the Parties and supersedes all prior representations, agreements, negotiations, and discussions between the Parties with respect to, the subject matter hereof. Each Addendum is a part of, and incorporated into, this USA. Unless otherwise indicated therein, all capitalized terms contained within any Addendum shall have the meanings ascribed to them in the main body of this USA.



17. AMENDMENTS

- (a) **Procedure for Amendment.** KOR may unilaterally amend the terms and conditions of this USA and any Addendum hereto, except where the Addendum expressly states that it can only be amended by mutual agreement (“Restricted Addendum”). KOR may make such a unilateral amendment, whether to this Agreement or Addendum other than a Restrictive Addendum by providing Client written notice thereof (a “**Notice of USA Amendment**”) at least thirty (30) calendar days prior to such amendment becoming effective. Client may terminate this USA or amended Addendum upon written notice to KOR, with effect on such date as the modification would have become effective; *provided that* such notice is sent within twenty (20) calendar days of Client’s receipt of the Notice of USA Amendment. Otherwise, Client shall be deemed to have approved such amendment and shall be bound thereby. In the case of a Restricted Addendum, an amendment of any term within the Restricted Addendum will be subject to mutual agreement of the parties even in the case of a change under Section 2(d).
- (b) **Notice of Amendment.** In the event that KOR amends for any client any provision of this Universal Services Agreement or any Addendum which is not a Restricted Addendum, then such Amendment shall be made effective for each other KOR client, including Client, to be on the same version of Universal Services Agreement or Addendum which is not a Restricted Addendum; which will be deemed as accepted as provided under Section 2(d) by Client’s continued use of such service.

18. SEVERABILITY OF PROVISIONS

Each provision of this USA shall be considered severable; and if, for any reason, any provision of this USA is determined by a court or arbitration tribunal of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this USA or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court or arbitration tribunal of competent jurisdiction shall deem any provision of this USA too restrictive, the other provisions hereof shall stand, and the court or arbitration tribunal shall modify the provisions at issue to the point of greatest restriction permissible by applicable Laws.

19. WAIVER

The failure of a Party to exercise or enforce any right conferred upon it by this USA shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by either Party hereunder shall be effective unless agreed to pursuant to a writing signed by a duly authorized representative of each Party.

20. REMEDIES NOT EXCLUSIVE

No remedy conferred by any provision of this USA is intended to be exclusive of any other remedy, except as expressly provided in this USA, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

21. ASSIGNMENT

Except as otherwise expressly provided herein, neither Party shall assign or otherwise transfer this USA, or any of its rights or obligations under this USA (by merger, change of control, operation of law or otherwise), without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, however, that Client may



assign, with the prior written consent of KOR (not to be unreasonably withheld), this Agreement (i) to any Affiliate; (ii) in connection with a merger or sale of all or substantially all of its stock or assets; or (iii) in connection with any divestiture or spin-off of any entity or division, business unit or department within an entity. Any attempted assignment in violation of the foregoing shall be void and unenforceable.

22. BINDING PROVISIONS/THIRD-PARTY BENEFICIARIES

This USA is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors, and permitted assigns. The Parties agree that, except as expressly set forth herein, no provision of this USA is intended, expressly or by implication, to purport to confer a benefit or right of action upon a third party (whether or not in existence, and whether or not named, as of the Effective Date).

23. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND UCITA

This USA and the transactions contemplated herein are not subject to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws), as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

24. INTERPRETATION

References to sections and Addendums are to sections of, and Addendums to, this USA, unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of this USA. The masculine gender shall include the feminine and the singular number shall include the plural, and vice versa. “**Its**” shall mean his, her, their, or its, as the context requires. Any use of the word “**including**” will be interpreted to mean “including, but not limited to,” unless otherwise indicated. All references to dollars (including via the symbol “**\$**”) shall refer to the currency United States dollars, unless otherwise provided in the applicable Addendum. References to any Person (including the Parties and any other entities referred to) shall be construed to mean such Person and its successors in interest and permitted assigns, as applicable. In the event of any inconsistency between the terms of the main body of this USA and any Addendum, the terms of the main body of this USA will govern to the extent of the inconsistency unless such Addendum specifically references and expressly amends a term set forth in the main body of this USA. The Parties intend that this USA should not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation or drafting of this USA.

25. GOVERNING LAW AND DISPUTE RESOLUTION

(a) Governing Law. The validity and effectiveness of this USA shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of New York, without giving effect to the provisions, policies or principles of any state Law relating to choice or conflict of Laws. Except as otherwise expressly set forth in this USA, any legal action or proceeding with respect to this USA by Client may be brought exclusively in the federal or state courts located in the Borough of Manhattan, New York, New York,



including the United States District Court for the Southern District of New York, and Each Party submits to the exclusive jurisdiction thereof. Each Party waives, to the fullest extent permitted by applicable Laws, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or relating to this USA and any claim that any such action or proceeding has been brought in an inconvenient forum. Notwithstanding the foregoing, any party may commence any legal action or proceeding in any court of competent jurisdiction. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

- (b) Equitable Relief. Each party acknowledges and agrees that its violation of any of its obligations or any of the other party's rights may cause irreparable harm to the other party, which harm may not be compensable solely by monetary damages, and that, therefore, in the event of an actual or threatened breach of such terms, any party shall be entitled to seek injunctive and other equitable relief, without the necessity of proving monetary damages or posting a bond or other security. Any such equitable relief granted shall be without prejudice to any other rights and remedies as the party may have under this USA.
- (c) Escalation. With the exception of any claim by a Party for equitable relief under **Section 25(b)**, in the event of any claim, dispute, controversy, or other matter in question between the Parties arising out of or relating to this USA or the breach hereof (*excluding* any third party claims subject to indemnification pursuant to **Section 11** *but including* any disagreements as to indemnification rights hereunder; each, a "**Dispute**"), such Dispute shall be referred in the first instance for discussion and resolution to a senior representative of each Party, who must, within thirty (30) days following such referral, use good faith efforts to attempt to resolve the Dispute.

26. COUNTERPARTS

This USA may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart hereof by pdf, or other electronic transmission (including third-party e-signature services such as, but not limited to, DocuSign) shall be deemed equivalent to delivery of a manually executed counterpart. A complete set of counterparts shall be lodged with each Party.

*[Remainder of page intentionally left blank.
Signature page follows.]*



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this USA as of the Effective Date.

KOR FINANCIAL, INC.

Signed: _____

Signed:

LEI: 254900VAP7YD635DD868

Name: Jonathan Thursby

LEI: _____

Title: Chief Executive Officer

Name: _____

Title: _____

