

## PARTNERSHIPS AND REFUNDS POLICY

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### 1. Scope of the Policy

This document is the Partnerships and Refunds Policy (“**Policy**”) of Striga Technology OÜ, a company registered in the Republic of Estonia (Member State of the European Union), registry code: 16298772, address: Sepapaja 6, Lasnamäe linnaosa, 11415 Tallinn (“**Striga**”, “**we**”, “**us**”, or “**our**”), published on our website [www.striga.com](http://www.striga.com) (“**Website**”).

### 2. Applicability

This Policy applies to all legal entities who have initiated an onboarding process with us to become our “**Partner**” on or after the date of publishing this Policy or who are considering doing so (also referred to as “**you**” or “**your**” in this Policy).

### 3. Partners and Partnerships

A Partner is a legal entity that cooperates with us to enable customers in the European region to access the regulated services we provide or make available in cooperation with our licensed providers through a user-facing application developed and operated by the Partner. In this Policy, Striga’s collaboration with a Partner is referred to as a “**Partnership**”.

Before you consider onboarding with us as a Partner, make sure that your project is compatible with our product offering by talking to our team of experts and reviewing our Website, including the *Restrictions & Limitations* and *Terms & Conditions* pages of the Website.

### 4. Regulatory background

Striga is licensed as a Virtual Asset Service Provider by the Financial Intelligence Unit of the Republic of Estonia (license number FVT000546). As a regulated entity, we respect and follow standard know-your-customer procedures upon establishing business relationships, and this also applies to all Partnerships.

### 5. Partner eligibility criteria

We only accept corporate legal entities as Partners. We are unable to enter into Partnerships with trusts or other similar legal arrangements. We do not enter into Partnerships with natural persons.

As a rule, we expect the Partner’s company to be registered and factually operating in the European region, but at our sole discretion, we may also enter into Partnerships with companies registered outside of the European area. You should check with us whether we can support your company’s jurisdiction before onboarding.

We are unable to enter into Partnerships with entities that are registered, operating in, or managed from sanctioned countries. Due to regulatory reasons, we currently do not enter into Partnerships with US entities.

### 6. Application Fee

Before a Partner starts onboarding with us, we charge the Partner an “**Application Fee**”. The amount of the Application Fee depends on the exact nature and scope of the Partner’s project, as further detailed on our Website. The Application Fee is intended to cover our costs related to the Partner’s onboarding process.

### 7. Onboarding process

After the Application Fee has been paid, the Partner can access our digital onboarding environment. Through that environment, the Partner is required to provide true, accurate, and materially complete information about the Partner’s company and corporate structure, source of wealth, business activities, product offering, brand/trademark, and the particular project with Striga. We conduct the onboarding

process per generally accepted know-your-customer requirements and applicable laws and regulations in Estonia and the European Union.

We also require supporting documentation, notably official registry excerpts, UBO certificates, account statements, etc. We may require notarized/certified documents.

After you have responded to the relevant questions and uploaded the required documents to the onboarding environment, our compliance team will review your application and may clarify any outstanding matters and/or request additional documentation.

If your company is established outside of the European Economic Area, United Kingdom, or Switzerland, we may require you to physically meet our compliance staff before we can make an onboarding decision.

The length of the onboarding process varies by project and mostly depends on the completeness of the required information/documents provided by you. We strive to complete the process quickly, and your cooperation goes a long way. We have approved some Partnerships in less than a week after receiving the first set of information and documents.

We expect you to complete the onboarding process within three (3) months at most. Upon exceeding that timeframe, we may request a new Application Fee payment and/or restart the onboarding process.

## **8. Privacy**

We process personal data per our Privacy Policy, available on our Website.

## **9. Onboarding decision**

After our compliance team has received the necessary information and documents, we present you with a final onboarding decision. We reserve the right to reject Partnership applications for regulatory reasons, including where you do not provide us with the required information or documents to complete onboarding or if the information you have provided is inaccurate or incomplete.

Please note that we conduct the onboarding process and reach an onboarding decision based on the information you provide. It is crucial that you disclose all relevant information about your company, project, and product offering as early as possible in the process. Should it later transpire that the information you provided us with during onboarding was inaccurate or incomplete, we may be forced to refuse to start a Partnership with you or terminate the legal agreement we may have already entered into with you even after an initially positive onboarding decision.

## **10. Refunds**

Once paid, the Application Fee is non-refundable. Thus, if you do not complete the onboarding process within three (3) months, decide to withdraw your onboarding application before completion of onboarding, choose not to proceed with the Partnership after completion of onboarding, if your application is rejected, or if we refuse to start a Partnership with you due to regulatory reasons, including where you do not provide us with the required information or documents to complete onboarding or if the information you have provided is inaccurate or incomplete, you are not entitled to an Application Fee refund.

## **11. After completing the due diligence process**

After you receive a positive onboarding decision, we will negotiate and sign the legal agreement with you and provide instructions on the next steps for taking your program live.

## **12. Changes to this Policy**

We reserve the right to amend this Policy at any time unilaterally. We will notify you of amendments to the Policy on our Website and/or, at our discretion, through a communication channel you have provided us.