

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (the “**MoU**”) is made as of November 30<sup>th</sup>, 2022:

### AMONG

**GLOBAL PAYMENTS INC.**, a corporation duly organized under the laws of the state of New York (“**Global Payments**”),

### AND

**DIIA LLC**, a limited liability company duly organized under the laws of Ukraine (“**Diia**”),

### WHEREAS

**A.** Global Payments is an American multinational financial technology company that provides payment technology and services to merchants, issuers and consumers; and

**B.** Diia is a start-up company, which operates in the field of full-service application, and the owner and creator of application for computers and smartphones (“**Diia Application**”); and

**C.** Global Payments and Diia (together, the “**Partners**”) intend to create a fintech business in a way of combining technologies and competencies by using platform of Diia Application (“**Joint Venture**”) to as more fully set forth herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, conditions and agreements herein contained, the Partners agree as follows:

### **ARTICLE 1. OBJECTIVE**

This MoU is intended to formalize our non-binding understandings regarding the Joint Venture, in accordance with the terms and conditions set forth in this MoU, in addition

to detailing relevant terms and conditions applicable to the operation intended by the Partners in relation to the Diia Application.

## **ARTICLE 2. FORMATION OF JOINT VENTURE**

2.1 The Joint Venture will be created by means of licensing and collaborative deal between the Partners as described below.

2.2 Global Payments will contribute to the Joint Venture all exploratory and licensing rights related to its payment systems and cards issuance, and a total of \$1 million.

2.3 Diia will contribute to the Joint Venture all exploratory and licensing rights related to its application aimed for the purposes of auditing, managing, and securing payments.

## **ARTICLE 3. NOVELTY OF JOINT VENTURE**

3.1 As to the background, fintech companies create algorithms and ecosystems for businesses to accept payment for trades and services in the most seamless way possible. As such, it's safe to conclude that fintech innovation is one of the major growth drivers for businesses.

With their incredible intuition, enterprises and startups alike get an array of resources, distribution channels, and investment platforms.

Unlike traditional banks, the financial technology sector's low entry threshold has made the industry an easy ground for businesses of all types to thrive. Using open banking APIs, non-banking companies can quickly form partnerships with vendors and launch a working solution.

3.2 Partners hereby acknowledge that novelty of Joint Venture is to create re-establish Diia Application into a fintech business, kind of a commerce eco-system, which will allow companies commit operations of different kinds of payments, analyse information about them, which can be kept and shared internally, grow business and design individually a development strategy.

3.2 More detailed software will provide the following services:

- 3.2.1 make and accept payments;
- 3.2.2 manage transactions;
- 3.2.3 protect Clients and their customers from fraud;
- 3.2.4 check real-time sales dashboard;
- 3.2.5 provide Clients with detailed transaction reports;
- 3.2.6 manage inventory, employees;
- 3.2.7 providing Clients with a service of email marketing;
- 3.2.8 reloadable payroll card program;
- 3.2.9 providing loans up to \$5 million;
- 3.2.10 designing programs that meets customers' needs;
- 3.2.11 optimal digital contactless payment.

3.3 Potential clients of the business provided by the Joint Venture will be: small businesses, large enterprises, developers, financial institutions (the “**Clients**”).

3.4 Clients will be also divided into industries, in which they operate. By using the services provided by the Joint Venture they will have access to complete, cloud-based solutions to suit specific demands. Each one focused on simplifying commerce, and accelerating growth.

3.5 The above-described industries will include:

- financial institutions;
- fintech;

- retail.

#### **ARTICLE 4. PROFITABILITY OF THE JOINT VENTURE**

4.1 Partners understand that the Joint Venture might become a profitable fintech business subject to providing Clients with the above-mentioned services in clause 2.2, i.e.:

4.1.1 reaching customers around the world by offering the payment methods Clients prefer in each market you serve;

4.1.2 capturing more sales with the ideal mix of payment options to increase conversion rates and reduce cart abandonment;

4.1.3 lower Clients' costs by providing the optimal payment acceptance methods—when and where they are available;

4.1.4 reducing fraud and disputes with payment methods that fit Clients' company's risk tolerance.

4.2 The price for services will be calculated individually to every Client taking into account it's position on the market, needs, number of branches etc.

4.3 The Joint Venture will also issue interest-bearing loans to the Clients.

#### **ARTICLE 5. COSTS OF THE JOINT VENTURE**

Each Partner shall bear its own costs and expenses to conduct the development of the Joint Venture according to their obligations set forth herein.

#### **ARTICLE 6. PROGRAM MANAGEMENT**

6.1 The Partners' respective members of the executive teams are [•] and [•] for Diia, and [•] and [•] for Global Payments.

Each Partner may change its designated members in the executive team by notifying the other Partner in writing, and each Partner shall promptly fill any vacancy on the executive team.

Each member of the executive team shall have an appropriate level of education, training, and experience to effectively carry out his or her respective responsibilities in connection with the executive team.

6.2 The executive team shall meet periodically, but in no event less frequently than once every six (6) months, to decide on all strategic decisions with respect to the Joint Venture.

Each meeting of the executive team shall be attended by at least one (1) representative of each Party.

The Executive Team shall work together in good faith to resolve any issue identified by, or brought to the attention of, the Executive Team.

## **ARTICLE 7. INTELLECTUAL PROPERTY STRATEGY**

7.1 In relation to the Joint Venture the Partners agree to receive patent protection for the developed software. Patents will be used to protect technical solutions in the form of product.

The software code is automatically protected by copyright. The functionality of the code, i.e. what the code does when run on a computer, is the decisive element that can be protected by a patent.

In order to patent software or apps, there is no need to supply lines of code, while it is necessary to prepare a detailed description of the innovative algorithms and of how they interact with the software, in particular by drafting a document containing.

In any case, in order to be considered patentable, software and apps must also meet the patentability requirements which apply to traditional inventions, in particular novelty and inventive step.

Icons, fonts and graphic symbols may be protected with a design registration, upon condition that they meet the normal requirements for registration.

7.2 Also, Partners agree to choose “offense” IP protection strategy, which focuses on acquiring and protecting IP that gives an advantage over its competitors.

7.2 Joint Venture is a fintech startup, therefore Partners hereby acknowledge that licensing is a good strategy to reduce operational costs and accelerate Joint Venture’s growth.

In this case, Partners will act pursuing the mutual aim and share in the revenues once the Joint Venture launches in the commercial marketplace.

When a patent is licensed, an agreement is made between the patent owner (or the licensor) and the person or company that wants to use and benefit from the patent (the licensee).

It permits the licensee to make or sell the product, design, or technology in the patent. The patent then creates income for both the licensee and the licensor through revenue and royalties for the duration of the licensing period.

Issuing a license to an established business will allow to leverage their experience, infrastructure and involvement.

Licensing allows to give suppliers, competitors or complementary businesses certain rights over the patent while receiving royalty income and still retaining ownership of the asset.

7.3 Partners will collaborate with the developers of potential digital complements to the Joint Venture (for example, adding Diia Application as an official set up option to the iPhone). Also, by searching the market of talents Partners will finance products or startups, which can become complements to the Joint Venture.

This will help a Joint Venture to increase capacity and to augment the demand for its products.

7.4 Such licenses will be used to grant competitors to use a software service on a limited basis, and in accordance with a legal agreement. Each license agreement will be drafted according to the deal, but they must contain “intellectual property clause”.

Such clause must retain exclusive ownership of the software and keep it closed-source in relation to the Joint Venture.

7.5 The above-described strategy is justified by the jurisdiction chosen for the Joint Venture – Ukraine (fully explained below in Article 10).

7.6 It is being understood that for any kind of applications, state registrations regarding IP rights the costs will be born mutually by the Partners.

#### **ARTICLE 8. TRADEMARKS**

8.1 To the extent assignable, Diia hereby agrees to transfer all of its rights, title and interest, if any, in relation to Diia Application (“**Trademark Asset**”) to a newly formed Joint Venture, the members of which shall be Diia and Global Payments, in equal shares, who will have joint control over the nature and the quality of the services provided to the Clients.

8.2 The Partners will enter into trademark co-ownership agreement (“**Trademark Co-Ownership Agreement**”). Diia shall irrevocably assign and transfer to the Joint Venture an undivided one-half (50%) ownership in all right, title and interest it has, or may acquire, in and to the Trademark Asset.

8.3 Diia warrants:

- a) that the Trademark Asset that will fall within the scope of the Trademark Co-Ownership Agreement is validly registered;
- b) it has exactly and promptly provided for the payment of any taxes due and for the other administrative fees required by law for the full constitution and preservation of property rights on the Trademark Asset;

c) the shares of the Trademark Asset are fully owned by Diia and are free and clear of any liens, encumbrances, prejudicial encumbrances or any kind of third party rights of any nature and in particular, that the Trademark Asset is not subject to any act, which transfers, the ownership of the Trademark Asset, or which creates, modifies or transfers personal or real rights of enjoyment, special privileges or warranty rights, and that there are no attachments, seizures, judgments, judicial requests or prejudicial transcriptions in relation to the Trademark Asset, or not yet recorded requests for transcriptions, and ensures that the Joint Venture, taking over the ownership of the Trademark Asset, will be able to fully exercise all rights from this registration;

d) it is not aware of any claim raised by third parties on the Trademark Asset or of any breach and/or violation of the Trademark Asset by third parties;

e) it will refrain from, directly or indirectly (i) filing and/or registering any trademark which is identical and/or similar to the sign related to the Trademark Asset and/or filing and/or registering any trademark in any case confusingly similar and from (ii) using the sign related to the Trademark Asset and/or any sign which include such sign and/or may be confusingly similar to such sign also as *de facto* trademark.

#### **ARTICLE 9. EXCLUSIVITY**

9.1 For the period starting from the date of execution of this MoU and until February 28, 2023 (“**Exclusivity Period**”), neither the Diia, nor Global Payments will solicit, initiate, encourage or accept any other inquiries, proposals or offers from any person which relates to the acquisition of shares and/or investments in Diia Application.

9.2 Diia and Global Payments shall immediately cease and cause to be terminated all existing discussions, conversations, negotiations, and other communications with respect to any of the foregoing potential investment in the Diia Application.

#### **ARTICLE 10. CONFIDENTIALITY**

Unless otherwise required by applicable law, rule, regulation, legal process, or subpoena or requested by a legal, government, regulatory or capital market authority, no Partner



hereto shall make any press releases or other public announcements in respect of the Joint Venture without the prior written consent of the other Partner.

#### **ARTICLE 11. JURISDICTION OF THE JOINT VENTURE**

11.1 Partners choose to locate the Joint Venture in jurisdiction of Ukraine due to the reasons described below.

11.2 The Law of Ukraine “On Stimulating the Development of the Digital Economy in Ukraine” No. 1667-IX dated 15 July 2021 offers eligible Ukrainian companies engaged in the IT area a special legal framework (regime) establishing favourable conditions, mechanisms and tax incentives for operating their businesses (the “**Diia City Regime**”).

The ultimate goal pursued by the new Law is to stimulate the development of the digital economy in Ukraine through setting up innovative businesses, building a digital infrastructure, attracting investment and skilled specialists.

11.3 Joint Venture is eligible to become a Diia City Regime resident.

11.4 In process of developing complements to the Diia Application Partners will solely hold IP rights to any created software and databases, unless otherwise agreed in writing.

Notably, Partners will be considered a holder of such IP from the moment of its creation. No additional formalities are required. In terms of the customer-contractor relationship, the Law provides even wider protection.

11.5 The customer will own IP to any copyrighted works (in addition to software and databases) from the moment of their creation.

The above provisions apply to the extent an employee/contractor created IP within the scope of employment/other engagement (the relevant employer or customer must have the necessary evidence to this end).

#### **ARTICLE 14. REPRESENTATIONS AND WARRANTIES.**

Each Partner is duly formed validly existing and in good standing and qualified to make the representations and warranties made in this MoU. Each Partner shall act in good faith and shall as promptly as is reasonably practicable diligently, use its commercially reasonable best efforts to cause the commercially reasonable requirements of the other party to be satisfied and to coordinate and cooperate with each other in providing such information and supplying such assistance as may be reasonably requested by the other party in connection with the foregoing.

#### **ARTICLE 13. ASSIGNMENT**

Neither Partner may assign any of its rights or obligations under this MoU to any third party without the prior written consent of the other Partner.

#### **ARTICLE 14. GOVERNING LAW**

This MoU shall be governed by and construed in accordance with the laws of Ukraine.

#### **ARTICLE 15. DISPUTE RESOLUTION**

All disputes – Included those of not contractual nature – arising out of, related or connected to this MoU shall be settled by arbitration under the Rules of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (the “Rules”) by three arbitrators appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause.

The arbitration shall take place in Kyiv (Ukraine) and shall be conducted in English.

#### **ARTICLE 16. FORCE MAJEURE**

No Party shall be considered in default or will be liable for any delay in performance or for any non-performance caused by circumstances beyond the reasonable control of such Party, including acts of God, explosion, fire, flood, accident, strike or other labor disturbance, war, sabotage, order or decree of any court or action of any governmental

authority that cannot reasonably be controlled by the Party who failed to perform, and any time periods for performance set forth herein shall be tolled for the duration of any event arising from such circumstances.

[SIGNATURES APPEAR ON FOLLOWING PAGE]