TECHNOLOGY LICENSE AGREEMENT

between

SAOBEI TECHNOLOGY LIMITED

as Licensor

and

SYNCORA PAYMENT SERVICES PROVIDER L.L.C

as Licensee

and, solely for the limited acknowledgement set out herein,

MOHAMMED TAREK MOHD ALASHRAM ALFALASI

dated as of July 27, 2026

TECHNOLOGY LICENSE AGREEMENT

This Technology License Agreement (this "Agreement") is dated as of July 27, 2026 and is entered into by and between:

(a) Saobei Technology Limited, a corporation organized under the laws of the People's Republic of China ("Saobei" or "Licensor");

(b) Syncora Payment Services Provider L.L.C, a limited liability company organized under the laws of Dubai, United Arab Emirates ("Syncora", the "Company" or "Licensee"); and

(c) Mohammed Tarek Mohd Alashram Alfalasi ("MAA"), solely for purposes of acknowledging Articles 2, 13, 14, 15, and any provisions expressly stated to bind or benefit him in his capacity under the Shareholders' Agreement.

Saobei and the Company are referred to individually as a "Party" and collectively as the "Parties". MAA is not a licensee of the Licensed Technology and has no right to use, access, sublicense, transfer, or exploit the Licensed Technology under this Agreement.

RECITALS

(A) The Company, MAA and Saobei are parties to a Shareholders' Agreement dated as of July 27, 2026 (the "Shareholders' Agreement"), under which, upon Completion, MAA is to hold eighty percent (80%) and Saobei is to hold twenty percent (20%) of the issued share capital of the Company.

(B) Under the Shareholders' Agreement, MAA's contribution consists of a total cash commitment of USD 8,000,000, and Saobei's non-monetary contribution consists of a right to use the Licensed Technology, with an agreed aggregate valuation of USD 2,000,000, of which AED 375,000 is to be credited to paid-up share capital and the surplus is to be recorded as Share Premium.

(C) Schedule 3 to the Shareholders' Agreement, based on Saobei's Schedule 3 proposal, identifies the technology and product components comprising the Licensed Technology, including the Aggregated Payment System and the Catering and Retail POS System.

(D) The Parties desire to set out the substantive terms of the license, implementation, deployment, acceptance, support, intellectual property, liability, and termination arrangements relating to the Licensed Technology, while preserving the governance, equity, reserved matter, valuation, buyback, no cross-default, and shareholder-level remedies set out in the Shareholders' Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out herein and in the Shareholders' Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Shareholders' Agreement. The following terms have the meanings set out below:

"Acceptance Certificate" means a written certificate substantially in the form of Schedule 3 or another written sign-off by the Company confirming acceptance of the applicable Deliverables.

"Acceptance Notice" means a written notice from Saobei stating that the applicable Deliverables are ready for user acceptance testing ("UAT") sign-off or Final Acceptance.

"Additional Paid Development" means development, configuration, integration, adaptation, remediation, support, or other technical work outside the expressly agreed scope of this Agreement and Schedule 1.

"Affiliates" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, or otherwise.

"Person" means any natural person, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, governmental authority, or other entity.

“Aggregated Payment System” means the multi-tier payment aggregation platform described in Schedule 1, Part 1, Section 1.2.

"Agreement" means this Technology License Agreement, including its schedules and any written Change Request executed in accordance with Article 9.

"Business" has the meaning given in the Shareholders' Agreement and includes the payment services and related financial technology business operated or proposed to be operated by the Company within the Territory.

"Business Day" means any day other than a Friday, Saturday, or public holiday in the UAE or, where relevant to Saobei, in the People’s Republic of China. Where a deadline falls on a day that is a Business Day in one jurisdiction but not the other, the deadline is extended to the next day that is a Business Day in both jurisdictions.

"Catastrophic Technology Failure" means a failure of the Licensed Technology that is attributable to Saobei's acts or omissions and that consists of any of the following: (a) one or more Critical Defects that prevent all core transaction flows from operating in a production environment for a continuous period of twenty-four (24) hours or more following written notice from the Company specifying the failure in reasonable detail; (b) a deliberate or grossly negligent withdrawal, disablement, encryption, locking, or withholding by Saobei of the Company's access to the Licensed Technology other than a suspension expressly permitted under Section 13.2; or (c) a defect, act, or omission attributable to Saobei that causes material, permanent, and unrecoverable loss, destruction, or corruption of Company Data. A Catastrophic Technology Failure excludes any failure attributable to third-party systems or services, Company infrastructure, the Company's or MAA's acts or omissions, use outside this Agreement, or Force Majeure.

“Catering and Retail POS System” means the multi-component POS and restaurant management platform described in Schedule 1, Part 1, Section 1.3.

“Change of Control” has the meaning given in the Shareholders’ Agreement.

"Change Request" or "CR" means a written document executed by the Company and Saobei that describes a change in scope, assumptions, fees, responsibilities, delivery dates, acceptance criteria, or other implementation parameters.

"Company Data" means data, records, transaction information, merchant information, customer information, operational information, and other data submitted to, generated through, or processed by the Licensed Technology on behalf of the Company (including Company-specific operational configurations such as merchant routing rules, fee structures and settlement parameters), excluding Saobei Technology, Usage Analytics, and Saobei's pre-existing data, know-how, tools, templates, generic system configurations, and methodologies.

"Completion" has the meaning given in the Shareholders' Agreement.

"Critical Defect" means a defect in the Licensed Technology, attributable to Saobei, that is reproducible or reasonably demonstrated through logs, data, or other evidence, that prevents a core transaction flow from operating in a production-like environment and for which no commercially reasonable workaround exists.

"Deliverables" means the licensed software access and deployment deliverables, technical documentation, configuration outputs, implementation outputs, test cases, deployment scripts, and other items expressly required to be delivered by Saobei under this Agreement and Schedule 1.

“Enhancement” means a request for new or additional functionality, features, or capabilities beyond the agreed scope of the Licensed Technology as set out in this Agreement and Schedule 1, and does not constitute a Critical Defect, Major Defect, or Minor Defect.

"Final Acceptance" means acceptance of the final production-ready deployment in accordance with Article 6 and Schedule 1.

“Force Majeure” means any event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, civil unrest, strikes, labor disputes, epidemics, pandemics, government actions, natural disasters, fire, flood, earthquake, telecommunications or internet failures not attributable to the affected Party, or other similar events, but excluding economic hardship, adverse market conditions, inability to obtain financing, and any event caused by the affected Party's own acts or omissions or failure to exercise reasonable care.

"Go-Live" means the date on which the Licensed Technology is first used to process live commercial transactions in the production environment for the Company's operation of the Business, as evidenced by the first successfully processed live production transaction or, if earlier, the Company's written confirmation that production operations have commenced.

"Licensed Technology" means the technology, software, systems, platforms, modules, know-how, documentation, and related intellectual property owned by or licensed to Saobei that are licensed to the Company pursuant to this Agreement, as identified in Schedule 1 and Schedule 3 to the Shareholders' Agreement.

"Major Defect" means a defect in the Licensed Technology, attributable to Saobei, that materially impairs a core transaction flow or a significant function of the Licensed Technology, but for which a commercially reasonable workaround exists such that the Licensed Technology remains capable of operating in a production environment. A Major Defect does not constitute a Critical Defect.

"Minor Defect" means a defect in the Licensed Technology, attributable to Saobei, that does not materially impair any core transaction flow or significant function and that has only a limited, non-material, or cosmetic effect on the operation or usability of the Licensed Technology.

"Operational Commencement Date" means the date on which Completion occurs and the Company has provided the access, infrastructure, approvals, credentials, and third-party cooperation necessary for Saobei to begin deployment.

"Permitted Users" means the Company's directors, officers, employees, contractors, merchants, agents, and service providers who need access to the Licensed Technology for the Company's operation of the Business within the Territory and who are subject to legally enforceable confidentiality, access control, and use restrictions no less protective than those in this Agreement.

"Right to Use Contribution" means Saobei's non-monetary contribution described in the Shareholders' Agreement, consisting of the license of the Licensed Technology to the Company with an agreed aggregate valuation of USD 2,000,000.

"Saobei Technology" means the Licensed Technology and all related software, source code, object code, tools, libraries, frameworks, APIs, interfaces, configurations, architecture, data models, documentation, technical specifications, trade secrets, know-how, methodologies, templates, algorithms, modifications, updates, upgrades, derivative works, and improvements, whether pre-existing or created by Saobei or its direct employees and contractors (excluding any personnel engaged or funded by the Company) during the Term.

"Systems" means the Aggregated Payment System and the Catering and Retail POS System described in Schedule 1.

"Territory" means the United Arab Emirates, the Sultanate of Oman, the State of Qatar, the Kingdom of Saudi Arabia, the State of Kuwait, the Kingdom of Bahrain, the Kingdom of Morocco, Libya, the Arab Republic of Egypt, and the Republic of South Africa.

"Usage Analytics" means de-identified, aggregated, technical, diagnostic, security, and performance information generated by the Licensed Technology or Saobei's support tools, excluding Company Data in an identifiable form.

1.2 Interpretation. References to this Agreement include its schedules. References to the Shareholders' Agreement include the Shareholders' Agreement as amended from time to time in accordance with its terms. The terms "including", "includes" and similar expressions are not words of limitation.

1.3 Order of Precedence. In the event of inconsistency among the Shareholders' Agreement, this Agreement and Schedule 1, the order of precedence is: first, the Shareholders' Agreement as to shareholder rights, governance, equity, reserved matters, valuation mechanics and shareholder-level remedies; second, the body of this Agreement as to the license and operational technology relationship; and third, Schedule 1 as to technical scope and product inventory. This Agreement shall be construed, to the fullest extent possible, to give effect to all such instruments without conflict.

1.4 English Version. If any Chinese-language and English-language versions of a schedule, technical proposal, product inventory, or underlying technical documentation are inconsistent, the English-language version shall prevail, unless the Parties expressly agree otherwise in writing.

1.5 Project Lifecycle. This Agreement refers to three sequential events in the deployment and operation of the Licensed Technology, which occur in the following order: (a) the Operational Commencement Date, being the point at which Saobei's deployment, integration and implementation obligations begin, as referenced in Sections 2.2, 4.7, 5.1 and 7.4; (b) Go-Live, being the point at which the Licensed Technology first processes live commercial transactions in the production environment, from which the twenty-four (24) month periods under Sections 5.5 and 10.5 are measured (the Exclusivity Period under Section 3.1A being measured instead from the Effective Date); and (c) Final Acceptance, being the formal acceptance of the final production-ready deployment under Article 6, from which the Initial Support Period under Section 8.6 is measured (the warranty period under Section 8.5 being measured instead from the earlier of Final Acceptance or the date six (6) months after Go-Live). Each such term has the meaning given to it in this Agreement. This Section 1.5 is included for convenience of interpretation only and does not modify, expand or limit any substantive provision referred to in it; in the event of any inconsistency between this Section 1.5 and such a provision, that provision prevails.

ARTICLE 2 - CONDITIONS, CONSIDERATION AND COMMENCEMENT

2.1 Execution and Conditions Precedent. The Parties acknowledge that execution of this Agreement in agreed form is a condition precedent under the Shareholders' Agreement. Except for Articles 1, 2, 7, 13, 14, 15 and 16, and any other provision that by its nature applies before Completion, Saobei shall have no obligation to commence deployment, integration, implementation, maintenance or support until Completion has occurred.

2.2 Operational Commencement. Saobei's operational obligations with respect to deployment, configuration, integration, UAT support, Go-Live support, warranty and defect correction commence only on the Operational Commencement Date, subject to the Company's continued performance of its responsibilities under this Agreement.

2.3 Consideration. The consideration for the license granted under this Agreement is Saobei's Right to Use Contribution under the Shareholders' Agreement. The Parties confirm that the Right to Use Contribution has an agreed aggregate value of USD 2,000,000, that AED 375,000 is to be credited to the Company's paid-up share capital in satisfaction of Saobei's capital contribution obligation, and that the surplus is to be recorded as Share Premium in accordance with the Shareholders' Agreement.

2.4 No Additional License Fee During Equity Term. Subject to Article 9, the Company shall not owe recurring license fees or royalties for use of the Licensed Technology during the Term while Saobei remains a registered shareholder of the Company. This Section does not limit the Company's obligations to pay third-party costs, infrastructure costs, out-of-scope development fees, onsite expert service fees, taxes, expenses, or other amounts expressly agreed in writing.

2.5 No Cash Contribution by Saobei. Nothing in this Agreement requires Saobei to contribute cash to the Company, fund Company infrastructure, pay third-party fees, or bear operational costs of the Company, except to the extent expressly set out in this Agreement or in a written Change Request signed by Saobei.

ARTICLE 3 - LICENSE GRANT

3.1 License Grant. Subject to the terms of this Agreement and the Shareholders' Agreement, Saobei grants to the Company, during the Term, a non-transferable license within the Territory to access and use the Licensed Technology solely for operation of the Business by the Company and its Permitted Users. Such license is exclusive within the Exclusive Territories during the Exclusivity Period, as set out in Section 3.1A, and is otherwise non-exclusive.

3.1A Exclusivity Period and Exclusive Territories**.** (a) "Exclusive Territories" means the Territory. (b) "Exclusivity Period" means the period of five (5) years commencing on the date of this Agreement (the "Effective Date"), being the date first written above, unless extended, tolled or renewed in accordance with this Agreement.

(c) During the Exclusivity Period, the license granted under Section 3.1 shall be exclusive to the Company within the Exclusive Territories for the operation of the Business, subject to Saobei's retained rights under Section 3.2 and the Shareholders' Agreement. (d) The running of the Exclusivity Period shall be suspended, on a day-for-day basis, for any period of delay in the deployment, integration, implementation, or Go-Live of the Licensed Technology that is attributable to Saobei's acts or omissions or to a Force Majeure event, and the scheduled expiry date of the Exclusivity Period shall be extended by an equal period. Delays attributable to the Company, MAA, a third party, or any Company-responsible matter under this Agreement shall not toll or extend the Exclusivity Period. Saobei shall promptly notify the Company in writing of any circumstances it becomes aware of that give rise to tolling under this Section 3.1A(d), specifying the cause and estimated duration.

3.1B Exclusivity Undertaking. Notwithstanding Section 3.2, during the Exclusivity Period Saobei shall not, directly or indirectly, market, license, sell, distribute, maintain, support, or otherwise provide the Licensed Technology within the Exclusive Territories, except through the Company or with the Company's prior written consent.

3.1C Position After Exclusivity Period. Upon expiry of the Exclusivity Period, the exclusivity granted under Sections 3.1A and 3.1B shall automatically terminate. Thereafter, and subject to Sections 3.1D and 3.1E, both the Company and Saobei shall be free to establish operations, market, license, sell, maintain, support, and otherwise conduct business involving the Licensed Technology in any country, without any obligation to notify or obtain the approval of the other Party.

3.1D Established Operations Carve-Out. Notwithstanding Section 3.1C, if, during the Exclusivity Period, the Company establishes a company, active commercial operations, or has made material investment or preparatory commitments (including regulatory applications, office leases, or staff hiring) in any Exclusive Territory, Saobei shall not, after expiry of the Exclusivity Period, market, license, sell, maintain, support, provide services relating to, or otherwise conduct business involving the Licensed Technology in that country without the Company's prior written approval.

3.1E Renewal of Exclusivity. If, after expiry of the Exclusivity Period, the Company wishes to obtain renewed or continued exclusive rights in respect of the Licensed Technology in any country, it shall submit a written request to Saobei. Saobei shall not unreasonably withhold, delay, or refuse such request. A refusal shall be permitted only where Saobei has a legitimate commercial reason, limited to (i) an existing customer, partner, contractual commitment, maintenance obligation, or established business operations actually in place in that country as at the date of the Company's request, or (ii) a documented future business plan for that country that is evidenced in writing and supported by genuine commitments or expenditure predating the Company's request. Saobei may not refuse on the basis of any future, planned, prospective, or speculative business plans that are not so documented and supported, or for the purpose of renegotiating the commercial terms of this Agreement or the license. Until the Company requests and is granted such renewed exclusivity, both Parties shall remain free to operate in any country on a non-exclusive basis, subject only to the protection afforded under Section 3.1D in respect of countries in which the Company established a company, active commercial operations, or made material investment or preparatory commitments (including regulatory applications, office leases, or staff hiring) during the Exclusivity Period.

3.2 Saobei Retained Rights. Subject always to the exclusivity granted to the Company under Sections 3.1A and 3.1B during the Exclusivity Period, to Section 3.1C, and to Saobei's obligations under the Shareholders' Agreement, Saobei retains the independent right to use, commercialize, license, develop, maintain, improve and otherwise exploit the Licensed Technology for its own purposes and through Affiliates or third parties outside the Exclusive Territories, and within the Exclusive Territories only after expiry of the Exclusivity Period (subject to Sections 3.1C, 3.1D and 3.1E). During the Exclusivity Period, Saobei shall not grant any third party a license to operate the same or a substantially similar Business within the Exclusive Territories unless the Company has given prior written consent.

3.3 Permitted Users. The Company may allow Permitted Users to access the Licensed Technology solely as necessary for the Company's operation of the Business within the Territory. The Company is responsible for all acts and omissions of Permitted Users as if they were acts and omissions of the Company.

3.4 No Source Code License. Unless expressly agreed otherwise in a written agreement signed by Saobei, the Company receives object-code/application access rights only and does not acquire any ownership interest in, or right of access to, source code, build tools, internal repositories, development environments, release pipelines, proprietary algorithms or non-public technical materials.

3.5 No Sublicensing or Transfer. The Company shall not sublicense, transfer, assign, pledge, encumber, lease, host for the benefit of third parties, provide service-bureau access to, or otherwise make available the Licensed Technology or any rights therein to any third party, except to Permitted Users for the Company's operation of the Business as expressly permitted by this Agreement.

3.6 Territory and Field of Use. The Company shall not use, market, sell, distribute, provide, host, make available or exploit products or services derived from or incorporating the Licensed Technology outside the Territory or outside the Business without Saobei's prior written consent and all approvals required under the Shareholders' Agreement.

ARTICLE 4 - SCOPE OF LICENSED TECHNOLOGY AND DELIVERABLES

4.1 Technology Inventory. The Licensed Technology consists only of the Systems, modules, interfaces, implementation services, deployment services, Go-Live support services and documentation expressly identified in Schedule 1 or in a written Change Request.

4.2 Core Systems. The Licensed Technology comprises two core software systems: (a) the Aggregated Payment System; and (b) the Catering and Retail POS System. The major functional components of each System are summarized in Schedule 1.

4.3 Included Technical Services. Subject to the Company's satisfaction of its responsibilities and the assumptions in this Agreement, Saobei shall provide the following included technical services: installation and deployment; system configuration; test environment setup; UAT support; production Go-Live support; and technical documentation delivery.

4.4 Documentation. Saobei shall provide the following documentation in electronic format: system architecture diagram, API documentation, database schema documentation, deployment guide, user manual and administrator manual. Documentation may be provided in Saobei's standard format and may be updated from time to time.

4.5 Deliverables. Saobei shall deliver, or make available, the following Deliverables: product function list; requirements documentation; system architecture documentation; test cases; product user manual; and such other Deliverables expressly listed in Schedule 1 or a written Change Request.

4.6 No Implied Scope. Any functionality, module, integration, service, customization, operating model, data migration, reporting capability, performance level, certification or support obligation not expressly listed in this Agreement, Schedule 1, or a written Change Request is excluded from Saobei's obligations. A functionality reasonably necessary for the proper operation of a System as a whole and clearly implied by or integral to the documented operation of a module expressly listed in Schedule 1, shall not be excluded solely because it is not separately enumerated.

4.7 Latest Available Version. Saobei shall deliver and deploy for the Company, as part of the Licensed Technology and at no additional license fee during the Term, the latest version of the Licensed Technology (including the latest generally available releases of each System and module) that is generally available as at the Operational Commencement Date.

4.8 Future Updates and Upgrades. Where the Company requests updates, upgrades, patches, or new versions of the Licensed Technology after the Operational Commencement Date that fall outside the scope of Section 4.7, Saobei shall make such updates available to the Company on a fair, reasonable, and minimal-cost basis, and any charge shall not exceed Saobei’s reasonable direct costs of providing the update plus a reasonable margin. Such updates shall be documented through a written Change Request in accordance with Article 9, and Saobei shall not unreasonably withhold, delay, or condition their provision.

ARTICLE 5 - IMPLEMENTATION, PROJECT MANAGEMENT AND TIMELINE

5.1 Implementation Plan. Promptly after the Operational Commencement Date, the Parties shall agree in writing on a project kickoff plan setting out workstreams, milestones, target dates, contact persons, environments, dependencies, testing procedures and escalation channels. Saobei shall commence deployment within thirty (30) days after the Operational Commencement Date, and the initial target for completing deployment and Go-Live is one (1) to three (3) months after the Operational Commencement Date, subject to the assumptions, dependencies and exclusions in this Agreement. Notwithstanding the foregoing, if Go-Live has not occurred within nine (9) months after the Operational Commencement Date (as extended only by verified delays attributable to the Company, MAA, or Force Majeure), the Company may terminate this Agreement by written notice and exercise its remedies under this Agreement and the Shareholders' Agreement.

5.2 Milestones. Unless otherwise agreed in writing, the project milestones are: project kickoff; requirements sign-off; development or configuration completion; UAT; production Go-Live; and Final Acceptance.

5.3 Automatic Extensions. Any delay caused by the Company, MAA, a third-party provider, regulatory authority, bank, payment channel, terminal vendor, certification authority, telecommunications provider, infrastructure deficiency or Force Majeure event shall extend the applicable timeline and delivery deadlines (other than the long-stop date in Section 5.1, which is extended only as expressly provided therein) by a period equal to the delay plus any reasonable remobilization period, provided that (i) Saobei notifies the Company in writing within five (5) Business Days of becoming aware of the delay, specifying the cause and estimated duration, and (ii) Saobei uses commercially reasonable efforts to mitigate the impact of such delay on the project timeline.

5.4 Company Project Manager and Feedback. The Company shall appoint a dedicated project manager with authority to provide decisions, approvals and access. The Company shall provide feedback, approvals and issue responses within two (2) Business Days unless another period is agreed in writing.

5.5 Regulatory Requirements. The pricing, timeline and technical solution assume that regulatory requirements remain materially unchanged. Changes in law, regulation, regulatory interpretation, certification requirements, card scheme rules or payment channel rules may require a Change Request, except to the extent Saobei has expressly assumed responsibility in Schedule 1 for mandatory modifications during the first twenty-four (24) months following Go-Live.

ARTICLE 6 - TESTING, ACCEPTANCE AND GO-LIVE

6.1 UAT Support. Saobei shall provide commercially reasonable support for UAT based on agreed test cases. The Company is responsible for performing or coordinating UAT and for providing test data, test accounts, test devices, third-party access and personnel necessary to conduct UAT.

6.2 Acceptance Criteria. The Licensed Technology or applicable Deliverables shall be deemed accepted when: (a) UAT is completed and signed off by the Company; (b) no unresolved Critical Defects remain; (c) core transaction flows operate normally in the agreed environment; (d) agreed interfaces are successfully integrated, subject to third-party cooperation; and (e) live transactions can be processed to the extent permitted by the Company's regulatory approvals and third-party channels.

6.3 Acceptance Notice and Deemed Acceptance. If Saobei issues an Acceptance Notice and the Company does not raise written objections describing specific Critical Defects or Major Defects within thirty (30) Business Days after receipt, the relevant Deliverables shall be deemed accepted. General dissatisfaction, enhancement requests, cosmetic issues, third-party failures or out-of-scope requests do not prevent acceptance.

6.4 Defect Classification. The Parties shall classify defects in good faith as Critical, Major, Minor or Enhancement. Only unresolved Critical Defects attributable to Saobei prevent acceptance. Major and Minor Defects shall be addressed during the warranty period or in accordance with a mutually agreed remediation plan.

6.5 Production Go-Live. Production Go-Live is subject to: (a) satisfaction of the conditions precedent; (b) availability of required infrastructure, credentials, licenses, regulatory approvals, payment channels and third-party systems; (c) UAT sign-off or deemed acceptance; and (d) Company readiness to operate the Business.

ARTICLE 7 - INFRASTRUCTURE, THIRD PARTIES AND COMPANY RESPONSIBILITIES

7.1 Deployment Model. The Licensed Technology shall be deployed using a private cloud deployment model unless the Parties agree otherwise in a written Change Request.

7.2 Company Infrastructure Responsibilities. The Company is responsible, at its own cost, for servers, cloud resources, databases, networking, VPN, HSM, domain names, SSL certificates, operating system licenses, firewall, infrastructure security, infrastructure monitoring, access permissions, accounts, environments and other operating infrastructure, except to the extent expressly stated to be Saobei's responsibility.

7.3 Saobei Deployment Responsibilities. Saobei is responsible for application deployment, system configuration, deployment scripts, system initialization and deployment verification for the Licensed Technology, subject to the Company's performance of its responsibilities and to the assumptions and exclusions in this Agreement.

7.4 Catch-All Infrastructure Provision. Except for items explicitly agreed to be Saobei's responsibility, all infrastructure, hardware, system software, third-party services, network resources, licenses, certificates, accounts, access permissions and operating environment components shall be provided, configured, maintained and paid for by the Company. Saobei shall provide the Company with a complete written specification of all infrastructure and environmental requirements necessary for the deployment and operation of the Licensed Technology no later than ten (10) Business Days prior to the Operational Commencement Date, and shall promptly notify the Company in writing of any additional infrastructure requirements identified during implementation.

7.5 Effects of Company-Responsible Matters. If failure to provide on time, configuration error, insufficient performance, lack of access permissions, service interruption, non-cooperation of third-party suppliers or any other Company-responsible matter causes delay, malfunction, performance degradation, acceptance delay or Go-Live obstruction: (a) Saobei shall not be in breach to the extent such failure is attributable to the Company-responsible matter and not to Saobei's own acts or omissions; (b) timelines shall automatically extend; and (c) additional support or remedial services by Saobei shall be chargeable as Additional Paid Development unless Saobei agrees otherwise in writing.

7.6 Third-Party Integrations. Subject to final written confirmation by both Parties, Saobei shall provide integration capability with the following categories of third-party services: payment gateways, KYC providers, SMS providers and email providers. Specific third-party providers, environments, APIs, credentials and certification requirements shall be confirmed in writing before or at project kickoff.

7.7 Third-Party Preconditions. Third-party integrations are subject to: (a) the Company obtaining all necessary authorizations; (b) complete and accurate API documentation being provided to Saobei; (c) third-party environments being stable and available; (d) third parties cooperating in testing and certification; and (e) the Company bearing all third-party costs.

7.8 Third-Party Liability. Any delay, failure, performance issue, API change, certification delay, regulatory delay, policy change or service interruption caused by a third party shall not constitute a breach by Saobei, provided that Saobei uses commercially reasonable efforts to notify the Company of material issues known to Saobei and to cooperate with reasonable mitigation steps within the agreed scope.

7.9 Payment Services License and Compliance. The Company and MAA are responsible for obtaining and maintaining all payment services licenses, regulatory approvals, bank accounts, merchant onboarding approvals, anti-money laundering and combating the financing of terrorism ("AML/CFT") processes, sanctions screening processes, tax registrations, commercial approvals and other permissions required to operate the Business. Saobei does not provide legal, tax, regulatory, payment license, AML, CFT, sanctions screening, merchant review, risk review, dispute handling or customer service obligations except as expressly agreed in writing.

ARTICLE 8 - PERFORMANCE, SECURITY AND SUPPORT

8.1 Performance Targets. Under normal production conditions, and only when recommended hardware, network conditions, Company infrastructure and third-party services are operating normally, the minimum performance metrics are those set out in Schedule 1.

8.2 Performance Remediation. If the Licensed Technology persistently fails to meet an applicable performance target due solely to Saobei's acts or omissions, and such failure continues for thirty (30) consecutive days after written notice from the Company specifying the failure in reasonable detail, Saobei shall use commercially reasonable efforts to investigate root cause and implement a remediation plan within a further thirty (30) days. If the failure remains uncured fifteen (15) days after completion of the remediation plan, the Company may treat such persistent failure as a material breach for the purposes of Section 13.3. This Section does not apply to failures attributable to third-party service disruptions, Company infrastructure deficiencies, Company acts or omissions, Force Majeure, or use outside this Agreement.

8.3 Security Measures. Saobei shall implement commercially reasonable application-level security measures for the Licensed Technology, including TLS encryption, role-based access control, encrypted password storage, audit logs, IP whitelisting and basic Open Web Application Security Project ("OWASP") protection. Saobei further warrants that the Licensed Technology is designed and developed to be capable of operating within a PCI DSS-compliant environment when deployed on compliant infrastructure. The Company remains responsible for infrastructure, operational, personnel, endpoint, merchant, regulatory and data governance controls.

8.4 No Security Guarantee. Saobei does not warrant that the Licensed Technology or the Company's environment will be immune from all security threats, vulnerabilities, attacks, intrusions or service interruptions, particularly where such matters arise from cloud infrastructure, third-party services, Company systems, user error, credentials, operational controls, or threat activity outside Saobei's reasonable control.

8.5 Warranty Period. Saobei shall provide a twelve (12) month defect correction period beginning on the earlier of (a) Final Acceptance or (b) the date that is six (6) months after Go-Live. The warranty covers only defects attributable to Saobei that cause the Licensed Technology to deviate materially from agreed functionality. The warranty excludes new requirements, third-party changes, environmental changes, Company modifications, user errors, unsupported devices, non-reproducible issues, and use outside this Agreement.

8.6 First-Year Handover, Maintenance and Support. For a period of twelve (12) months following Final Acceptance (the "Initial Support Period"), Saobei shall provide to the Company, at no additional charge, handover and knowledge transfer, maintenance, technical support, and assistance in respect of the Licensed Technology, in addition to and without limiting the defect correction warranty in Section 8.5. Third-party costs, infrastructure costs, and Additional Paid Development expressly chargeable under this Agreement remain payable by the Company during the Initial Support Period.

8.7 24/7 Emergency and Technical Assistance. The Company may request emergency or technical assistance in respect of the Licensed Technology on a twenty-four (24) hours per day, seven (7) days per week basis. During the Initial Support Period, Saobei shall provide such emergency and technical assistance at no additional charge. After expiry of the Initial Support Period, Saobei shall continue to make such 24/7 emergency and technical assistance available on the Company's request on a fair, reasonable, and minimal-cost basis, and shall not unreasonably withhold, delay, or condition the provision of such assistance. Any charges for such assistance shall reflect Saobei's actual reasonable cost of providing the relevant services and shall not exceed the rates Saobei charges any other licensee or Affiliate for comparable services. This Section 8.7 prevails over Section 8.9 to the extent of any conflict.

8.8 Post-Warranty Support. After expiry of the Initial Support Period and the warranty period, maintenance, support, monitoring, enhancement, localization, new compliance work and remediation shall be provided under a separate written support agreement or Change Request, unless expressly agreed otherwise in this Agreement. Any charges for such ongoing maintenance and support shall be on a fair, reasonable, and minimal-cost basis, shall reflect Saobei's actual reasonable cost of providing the relevant services, and shall not exceed the rates Saobei charges any other licensee or Affiliate for comparable services, and Saobei shall not unreasonably withhold, delay, or condition the provision of such services. Notwithstanding the foregoing, Saobei shall continue to provide, at no additional cost to the Company during the Term, critical security patches necessary to address known vulnerabilities that pose a material risk to the security or integrity of the Licensed Technology or Company Data.

8.9 Limitations on Support Scope. The included scope does not include 24/7 manual monitoring or operation services, merchant review, risk review, dispute handling, customer service, actual fund settlement, payment execution, data entry or business operations agency services.

ARTICLE 9 - CHANGE REQUESTS, ADDITIONAL PAID DEVELOPMENT AND FEES

9.1 Change Request Requirement. All scope changes must be approved through a written Change Request specifying scope, fees, timeline, dependencies, assumptions and acceptance criteria before implementation. Saobei is not obligated to commence any out-of-scope work unless and until the relevant Change Request has been executed by the Company and Saobei and any approvals required under the Shareholders' Agreement have been obtained.

9.2 Scope Changes. The following constitute scope changes: new payment methods; new countries, regions, currencies or tax regimes; new banking integrations; new reports; new business workflows; new fraud rules; performance expansion; new system integrations; regulatory changes; material UI/UX adjustments; new POS terminal types or device models; adaptation to Company or third-party system changes; and any work outside Schedule 1.

9.3 Additional Paid Development Rate. Unless otherwise agreed in writing, Additional Paid Development shall be charged at USD 300 per man-day, with a minimum billing unit of one (1) man-day. The rate of USD 300 per man-day is a fixed maximum rate for the Term and shall not be increased without the prior written consent of the Company. Saobei shall provide a written estimate based on the complexity of the requested change before commencing the work.

9.4 Third-Party and Infrastructure Costs. The Company is responsible for all third-party software license fees, payment gateway fees, KYC/KYB fees, SMS fees, email fees, risk control fees, foreign exchange rate data fees, sanctions screening fees, bank fees, acquirer fees, issuer fees, card scheme fees, terminal vendor fees, cloud resource costs, CDN costs, domain costs, SSL certificate costs, dedicated network line costs, HSM costs, certification costs and taxes, unless Saobei expressly agrees in writing to bear a specific cost.

9.5 Onsite Expert Services. Onsite operations expert or product expert services are not included in the base license and may be provided only under a separate written agreement. Unless otherwise agreed, the indicative fees are AED 550,000 per six-month period for an operations expert and AED 700,000 per six-month period for a product expert, excluding travel, accommodation, visa costs and applicable local taxes.

9.6 Reserved Matter Approvals. Any Change Request or amendment that would materially modify, suspend or terminate this Agreement, materially alter or replace either Party's rights or obligations, materially reduce Saobei's obligations or the Licensed Technology scope, alter the agreed valuation or equity contribution basis, affect intellectual property ownership, or impose new or increased obligations exceeding the thresholds in the Shareholders' Agreement is subject to all approvals and consents required under the Shareholders' Agreement.

ARTICLE 10 - INTELLECTUAL PROPERTY, IMPROVEMENTS AND DATA

10.1 Ownership of Saobei Technology. All intellectual property rights in and to the Saobei Technology are and shall remain the sole and exclusive property of Saobei or its relevant Affiliates or licensors. Nothing in this Agreement constitutes or shall be construed as a sale, transfer, assignment or other disposition of any ownership right in the Saobei Technology to the Company, MAA or any other Person.

10.2 Improvements and Customizations. Unless a Change Request expressly states otherwise, all modifications, adaptations, configurations, enhancements, updates, upgrades, derivative works, interfaces, APIs, workflows, templates, documentation and improvements relating to the Saobei Technology, whether created before, on or after the date first written above and whether funded by the Company or developed in connection with the Business, shall form part of the Saobei Technology and shall be owned by Saobei. To the extent any such item is accepted and included in production for the Company, it shall be licensed to the Company under the same license terms as the underlying Licensed Technology during the Term. Notwithstanding the foregoing, with respect to any customization or improvement developed solely for the Company and funded in whole or in part by the Company under a Change Request, the Company shall retain a perpetual, irrevocable, non-exclusive, royalty-free license to use such customization or improvement for the Business following expiration or termination of this Agreement, and Saobei shall not use, license, or make available any such Company-funded customization or improvement to any third party operating within the Territory without the Company’s prior written consent.

10.3 Company Data. As between the Company and Saobei, Company Data belongs to the Company. Saobei may access, process, store, transmit and use Company Data solely to perform this Agreement, provide support, maintain security, comply with law, exercise its rights, and generate Usage Analytics. Saobei shall not sell Company Data. Saobei shall notify the Company in writing within twenty-four (24) hours of becoming aware of any actual or reasonably suspected unauthorized access to, or breach, loss, destruction or corruption of, Company Data, and shall cooperate with the Company in investigating and mitigating any such incident.

10.4 Usage Analytics. Saobei may collect and use Usage Analytics for security, diagnostics, performance monitoring, product improvement, capacity planning, benchmarking and support, provided that (a) Usage Analytics shall not identify the Company's customers, merchants or end users in a manner reasonably attributable to the Company unless otherwise permitted by law or agreed in writing, and (b) Saobei shall not share Usage Analytics derived from the Company’s use of the Licensed Technology with any third-party licensee or competitor of the Company operating within the Territory.

10.5 Data Protection Compliance. Saobei warrants that, as at the date of delivery of the Licensed Technology for deployment and on an ongoing basis throughout the Term, the Licensed Technology is compliant in all material respects with the requirements of UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and applicable data localization requirements imposed by the UAE Central Bank or other competent UAE regulatory authority. Saobei shall implement, at no additional cost to the Company, mandatory modifications to the Licensed Technology required to maintain compliance with UAE data protection law and applicable data localization requirements during the first twenty-four (24) months following Go-Live; thereafter, Saobei shall implement such mandatory modifications at its reasonable direct cost without markup, documented through a Change Request. The Company remains responsible for obtaining required registrations, establishing lawful bases for processing, issuing notices, handling data subject requests, maintaining operational controls and ensuring ongoing compliance in operation.

10.6 Third-Party Components and Open Source. Saobei may use third-party components and open-source elements in or with the Licensed Technology. Saobei shall maintain reasonable records of material third-party and open-source components and shall provide relevant notices or license terms where legally required. The Company shall comply with all third-party restrictions notified to it in writing and shall not use the Licensed Technology in a manner that would breach such restrictions.

10.7 No Reverse Engineering. The Company shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, scrape, copy, modify, translate, adapt, create derivative works from, circumvent technical protections in, remove proprietary notices from, or attempt to derive source code, architecture, algorithms, data models, trade secrets or non-public technical information from the Licensed Technology, except to the extent such restriction is prohibited by applicable law.

10.8 Infringement Mitigation. If the Licensed Technology becomes, or in Saobei's reasonable opinion is likely to become, the subject of an infringement claim, Saobei may at its option and shall use commercially reasonable efforts to promptly: (a) procure the right for the Company to continue using the affected item; (b) replace or modify the affected item so that it is non-infringing and materially equivalent; or (c) if neither (a) nor (b) is commercially reasonable within ninety (90) days after Saobei becomes aware of the claim, suspend or terminate the affected item, subject to the remedies expressly available under this Agreement and the Shareholders' Agreement. If Saobei exercises option (c) and the affected item is material to the operation of the Business, the Company may treat such suspension or termination as a material breach for the purposes of Section 13.3.

ARTICLE 11 - REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

11.1 Mutual Representations. Each Party represents and warrants that: (a) it has power and authority to enter into and perform this Agreement; (b) this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms; (c) its execution and performance do not violate applicable law or its constitutional documents; and (d) it has obtained all consents required for entry into this Agreement.

11.2 Saobei Authority and Non-Infringement Warranty. Saobei represents and warrants that it has the right to grant the license expressly granted under this Agreement and that, to Saobei's knowledge (having made reasonable inquiry) as of delivery, the Licensed Technology as delivered by Saobei does not infringe any third-party intellectual property right in the Territory. This warranty does not apply to claims arising from Company Data, third-party systems, modifications not made by Saobei, use outside this Agreement, combination with items not provided by Saobei, Company specifications that the Company imposed over Saobei's written objection, or failure to use an update or workaround provided by Saobei.

11.3 Company Compliance Warranty. The Company represents and warrants that it shall operate the Business and use the Licensed Technology in compliance with applicable law, payment services licenses, regulatory approvals, bank and payment channel rules, data protection requirements, merchant agreements, customer terms, sanctions, AML/CFT obligations and this Agreement.

11.4 Disclaimer. Except for express warranties in this Agreement, the Licensed Technology and Deliverables are provided on an "as is" and "as available" basis. Saobei disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose (other than the specific purpose of operating the Business as described in this Agreement and Schedule 1), non-infringement, accuracy, uninterrupted operation, error-free operation, regulatory approval, commercial success, merchant adoption, revenue growth and market share expansion.

11.5 No Regulatory Advice. Saobei does not provide legal, tax, accounting, regulatory, payment licensing, AML, CFT, sanctions, risk review, merchant underwriting or compliance advice. The Company shall rely on its own advisers and regulatory counsel for such matters.

ARTICLE 12 - LIABILITY, INDEMNITY AND REMEDIES

12.1 Liability Cap. Except as otherwise expressly provided in this Agreement, and subject to Section 12.7 (Unlimited Liability Carve-Outs) and Section 12.8 (Catastrophic Technology Failure), Saobei's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, indemnity or otherwise, shall not exceed USD 5,000,000. For Additional Paid Development or paid support services, Saobei's liability arising solely from such paid services shall not exceed the fees actually paid to Saobei for those specific services during the twelve (12) months preceding the event giving rise to liability; provided that the aggregate cap in the preceding sentence shall continue to apply.

12.2 Excluded Damages. In no event shall either Party be liable to the other Party for indirect, incidental, consequential, special, punitive or exemplary damages, or for loss of profits, revenue, business, goodwill, data, business interruption, or third-party claims, whether or not such losses were foreseeable and whether or not such Party was advised of the possibility of such damages, except (a) to the extent liability cannot be excluded under applicable law, (b) as provided in Section 12.7 (Unlimited Liability Carve-Outs), (c) as provided in Section 12.8 (Catastrophic Technology Failure), and (d) regulatory fines or penalties imposed on the Company to the extent directly caused by Saobei's breach of its obligations under Sections 8.3, 10.3 or 10.5.

12.3 No Liability for Specified Causes. Saobei shall not be liable for loss or damage caused by: (a) the Company's or MAA's acts or omissions; (b) third-party systems or services; (c) banks, payment channels, regulators, certification authorities, terminal vendors or telecommunications providers; (d) unauthorized modifications by the Company or third parties; (e) Company infrastructure, credentials, devices, configurations, data or personnel; (f) the Company's violation of applicable law; or (g) Force Majeure.

12.4 Limited IP Indemnity. Subject to Sections 12.2 and 12.3, Saobei shall defend the Company against any third-party claim alleging that the Licensed Technology as provided by Saobei infringes a third-party intellectual property right in the Territory, and shall pay damages finally awarded or settlements approved by Saobei, provided that the Company: (a) promptly notifies Saobei in writing; (b) gives Saobei sole control of the defense and settlement; and (c) provides reasonable cooperation. Saobei shall have no obligation for claims excluded under Section 11.2. Saobei's liability under this Section 12.4 shall not be subject to the aggregate cap in Section 12.1 but shall not exceed USD 5,000,000.

12.5 Company Indemnity. The Company shall defend and indemnify Saobei and its Affiliates, directors, officers, employees and contractors against claims, losses, liabilities, penalties, costs and expenses arising from: (a) Company Data; (b) the Company's negligent or wrongful operation of the Business; (c) merchant, customer, employee, regulator, bank, acquirer, issuer, card scheme, payment channel, telecommunications provider or third-party service provider claims to the extent not arising from the Licensed Technology or Saobei's breach of this

Agreement; (d) the Company's breach of law, license conditions, AML/CFT requirements, data protection requirements or this Agreement; and (e) use of the Licensed Technology outside the scope of this Agreement. The Company's aggregate liability under this Section 12.5 (other than for matters falling within Section 12.7) shall not exceed USD 5,000,000.

12.6 No Double Recovery. No Party may recover twice for the same loss under this Agreement and the Shareholders' Agreement. Shareholder-level remedies, including any equity-transfer remedy, buyback right, minimum repurchase price, fair market value mechanism, liquidation preference, anti-dilution remedy or performance exit right, are governed exclusively by the Shareholders' Agreement.

12.7 Unlimited Liability Carve-Outs. Nothing in this Agreement, including the caps in Sections 12.1 and 12.8 and the exclusions in Section 12.2, excludes or limits a Party's liability for: (a) fraud or fraudulent misrepresentation; (b) intentional or willful misconduct; (c) intentional misappropriation or infringement of intellectual property rights; (d) breach of its confidentiality obligations under Article 14; (e) breach of its obligations in respect of Company Data or data protection under Sections 10.3 and 10.5; or (f) in the case of Saobei, a deliberate violation of the exclusivity granted to the Company under Sections 3.1, 3.1A and 3.1B. Liability for the matters in this Section 12.7 is unlimited and is not subject to the cap in Section 12.1 or the cap in Section 12.8. This Section 12.7 also applies to any liability that cannot be excluded or limited under applicable law, to the extent such exclusion or limitation is not legally permitted.

12.8 Catastrophic Technology Failure. Notwithstanding Sections 12.1 and 12.2 but subject to Section 12.7, in the event of a Catastrophic Technology Failure: (a) Saobei shall be liable for all direct losses and reasonably foreseeable damages suffered or incurred by the Company arising from such Catastrophic Technology Failure, including reasonable costs of remediation, replacement technology, data reconstruction or recovery, emergency support, and migration to an alternative solution, together with lost profits and lost revenue directly and reasonably attributable to the Catastrophic Technology Failure; and (b) Saobei shall defend and indemnify the Company and its directors, officers and employees against third-party claims, losses, liabilities, regulatory fines or penalties, costs and expenses to the extent directly arising from such Catastrophic Technology Failure. Saobei's liability under this Section 12.8 shall not be subject to the USD 5,000,000 aggregate cap in Section 12.1 or to the exclusion of damages in Section 12.2; provided that Saobei's aggregate liability under this Section 12.8 shall not exceed USD 5,000,000. The remedies in this Section 12.8 do not apply to the extent the relevant failure falls within Section 12.3, and do not limit any liability falling within Section 12.7. This Section 12.8 is subject to Section 12.6 (No Double Recovery): no amount shall be recoverable under this Section 12.8 to the extent it would result in recovery twice for the same loss under this Agreement and the Shareholders' Agreement, and any shareholder-level remedy, including the equity-transfer remedy and any buyback or performance exit right, remains governed exclusively by the Shareholders' Agreement.

ARTICLE 13 - TERM, TERMINATION, SUSPENSION AND TRANSITION

13.1 Term. This Agreement commences on the date first written above. The license granted under Article 3 becomes operational on the Operational Commencement Date and remains effective for so long as Saobei remains a registered shareholder of the Company, unless earlier terminated or converted to a paid license in accordance with this Agreement and the Shareholders' Agreement.

13.2 Termination for Company Breach. Saobei may terminate this Agreement by written notice if the Company materially breaches this Agreement and fails to cure within sixty (60) days after written notice specifying the breach in reasonable detail. Saobei may suspend access where reasonably necessary to prevent infringement, security risk, unlawful use, use outside scope, unauthorized sublicensing or demonstrable material harm to Saobei Technology, provided that (i) Saobei shall give the Company not less than five (5) Business Days' prior written notice before any suspension takes effect, except where the threat is so immediate that prior notice is not reasonably practicable, in which case Saobei shall notify the Company as soon as reasonably practicable after suspension, (ii) any suspension shall be limited in scope and duration to what is reasonably necessary to address the identified threat, (iii) Saobei shall promptly restore access once the relevant threat has been remedied or mitigated to Saobei's reasonable satisfaction, and (iv) Saobei shall use commercially reasonable efforts to limit suspension to the affected access or functionality where practicable.

13.3 Termination for Saobei Breach. The Company may terminate this Agreement if Saobei materially breaches this Agreement and such breach remains uncured for sixty (60) days after written notice specifying the breached provisions, factual basis and steps reasonably required to cure. Any shareholder-level effect of such breach, including whether a Triggering Breach has occurred, is governed exclusively by the Shareholders' Agreement.

13.4 Convenience Termination by Company. The Company may terminate this Agreement for convenience only upon not less than ninety (90) days' prior written notice to Saobei and only after all approvals required under the Shareholders' Agreement have been obtained. Any convenience termination is subject to Saobei's buyback, valuation and shareholder-level remedies under the Shareholders' Agreement. Convenience termination does not waive fees accrued and payable under executed Change Requests, Company responsibilities, confidentiality obligations, intellectual property restrictions or post-termination obligations.

13.5 Cessation of Shareholding. Except where Section 13.5A (Change of Control) applies, if Saobei ceases to be a registered shareholder of the Company, the license shall continue on its existing terms for a transitional period from such cessation, during which the Parties shall negotiate in good faith the terms of a paid license. Such transitional period shall be not less than twenty-four (24) months, consistent with Section 5.05(b) of the Shareholders’ Agreement (applied mutatis mutandis), except that where the cessation results from a Triggering Breach or other uncured material breach by Saobei of this Agreement the transitional period shall be twelve (12) months. If the Parties are unable to agree on the terms of a paid license within such period, either Party may refer the matter for determination by an independent expert in accordance with the dispute resolution mechanism in the Shareholders' Agreement, and the license shall continue on its existing terms (with the Company paying a reasonable interim license fee to be agreed or, failing agreement, determined by the independent expert) pending the expert’s final determination. Where Saobei ceases to be a registered shareholder as a result of a convenience termination buyback under the Shareholders' Agreement, the license shall not automatically terminate solely on that basis and shall instead be governed by this Agreement, the convenience termination notice, any transition arrangement, and the Shareholders' Agreement. Where the cessation arises in connection with, or occurs simultaneously with, a Change of Control of the Company, Section 13.5A shall govern and the transitional period shall be not less than twenty-four (24) months.

13.5A Change of Control. Upon any Change of Control of the Company, the license granted under Article 3 shall not automatically terminate solely on that basis and shall instead continue in effect for a transitional period of not less than twenty-four (24) months from the date of completion of such Change of Control, on the same terms, during which period the acquiring party and Saobei shall negotiate and enter into a separate commercial paid license agreement on arm's-length terms in respect of the Licensed Technology in accordance with the Shareholders' Agreement. If the parties are unable to agree the terms of such replacement license within such twenty-four (24) month period, the terms shall be determined by an independent expert in accordance with the Shareholders' Agreement. This Section is subject to the order of precedence in Section 1.3 and to the shareholder-level remedies governed exclusively by the Shareholders' Agreement.

13.6 Effect of Termination. Upon termination of the license for any reason, the Company shall: (a) immediately cease use of the Licensed Technology; (b) disable access by all Permitted Users; (c) remove deployed instances, copies, credentials and access keys to the extent under its control; (d) return or destroy Saobei Confidential Information as instructed by Saobei; and (e) certify compliance in writing within ten (10) Business Days after termination. Saobei shall, within thirty (30) Business Days after termination, return to the Company all Company Data in its possession or control in a standard, machine-readable format, and thereafter delete all copies of Company Data except to the extent required by applicable law. Saobei shall provide commercially reasonable transition assistance for a period of not less than one hundred eighty (180) days following the effective date of termination (the "Transition Period"), including maintaining the Licensed Technology in operational condition during the Transition Period and providing reasonable cooperation to facilitate migration to an alternative solution. Transition assistance shall be provided at the Additional Paid Development rate unless otherwise agreed in writing; provided that, if this Agreement is terminated due to Saobei’s material breach, Saobei shall provide transition assistance at no additional cost to the Company during the Transition Period.

13.7 Survival. Articles 1, 9, 10, 11, 12, 14, 15 and 16, and Sections 2.3, 3.4, 3.5, 7.9, 13.6 and 13.7, and any provisions that by their nature are intended to survive, survive expiration or termination.

ARTICLE 14 - CONFIDENTIALITY

14.1 Confidential Information. Confidential Information includes all non-public information relating to the Company's business, operations, financial condition, customers, technology, know-how, trade secrets, strategic plans, the Licensed Technology, Saobei Technology, this Agreement and the Shareholders' Agreement. “Receiving Party” means the Party receiving Confidential Information from the other Party (the “Disclosing Party”).

14.2 Confidentiality Obligations. Each Receiving Party shall keep Confidential Information strictly confidential and shall not disclose it to any third party or use it for any purpose other than performing obligations or exercising rights under this Agreement or the Shareholders' Agreement, except as expressly permitted in this Agreement.

14.3 Permitted Disclosure. A Receiving Party may disclose Confidential Information to its directors, officers, employees, advisers, auditors, financing sources, Affiliates, contractors and service providers who have a need to know and are subject to confidentiality obligations no less restrictive than those in this Agreement; or to the extent required by law, regulation, court order, governmental authority or arbitral tribunal, provided that the Receiving Party gives prior notice where legally permitted and discloses only what is required.

14.4 Exclusions. Confidentiality obligations do not apply to information that: (a) becomes public other than through breach; (b) was already lawfully possessed on a non-confidential basis; (c) is independently developed without use of Confidential Information; or (d) is lawfully received from a third party without confidentiality obligation.

14.5 Return or Destruction. Upon termination or written request, the Receiving Party shall promptly return or destroy Confidential Information, except that archival copies may be retained to comply with law, regulation, professional obligations, backup practices or dispute resolution requirements, subject to continuing confidentiality obligations.

14.6 Survival. Confidentiality obligations survive for seven (7) years after termination, except that trade secrets and highly confidential technical information remain protected for so long as they remain non-public.

ARTICLE 15 - RELATIONSHIP WITH SHAREHOLDERS' AGREEMENT; NO CROSS-DEFAULT

15.1 Separate Subject Matters. This Agreement governs the license, technical delivery, implementation, use restrictions, support, intellectual property, data, liability and termination of the Licensed Technology. The Shareholders' Agreement governs quotas, shares, transfer rights and restrictions, governance rights, board composition, shareholder approvals, reserved matters, dividend rights, anti-dilution, valuation mechanics and shareholder-level remedies.

15.2 No General Cross-Default. No breach, alleged breach, expiry, termination, suspension or dispute under this Agreement shall, by itself, constitute a breach of the Shareholders' Agreement or give rise to a remedy under the Shareholders' Agreement, except solely to the extent expressly provided in the Shareholders' Agreement, including the equity-transfer remedy in Section 4.04 of the Shareholders' Agreement. No breach, alleged breach or dispute under the Shareholders' Agreement shall, by itself, constitute a breach of this Agreement unless the same facts independently satisfy a breach provision of this Agreement.

15.3 Shareholder-Level Remedies. The equity-transfer remedy, convenience termination buyback, fair market value procedures, minimum repurchase price, liquidation preference, pre-emptive rights, performance exit right and other shareholder-level remedies are governed exclusively by the Shareholders' Agreement. This Agreement does not create or expand any shareholder-level remedy.

15.4 Operational Authority. Subject to this Agreement, the Company retains ordinary-course operational, technical, commercial, pricing, customer, onboarding, routing, settlement, product and channel decision-making authority. Nothing in this Agreement gives Saobei or the Saobei Directors a broader operational veto than the express rights set out in this Agreement and the Shareholders' Agreement.

15.5 Material Contract Approval. The Company acknowledges that any amendment, material modification, suspension or termination, including convenience termination, of this Agreement may constitute a reserved matter or material contract matter under the Shareholders' Agreement and must be approved in accordance with the Shareholders' Agreement. The Company shall not purport to amend, suspend or terminate this Agreement in violation of the Shareholders' Agreement.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Governing Law. This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the United Arab Emirates and, to the extent applicable, the laws of the Emirate of Dubai.

16.2 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement shall be finally resolved by arbitration administered by the Dubai International Arbitration Centre ("DIAC") in accordance with the DIAC Rules, before a panel of three (3) arbitrators, with the seat of arbitration in Dubai, United Arab Emirates, and the language of arbitration being English. To the fullest extent permitted by the DIAC Rules, any arbitration under this Agreement may be consolidated with any arbitration under the Shareholders' Agreement where the claims arise from the same transaction, occurrence or related series of facts.

16.3 Interim Relief. Nothing prevents a Party from seeking interim, conservatory or injunctive relief from courts of competent jurisdiction in Dubai, United Arab Emirates, or from a DIAC emergency arbitrator in accordance with the DIAC Rules.

16.4 Notices. Notices shall be given in accordance with the notice provisions of the Shareholders' Agreement, with copies to such legal counsel or project representatives as the Parties may designate in writing.

16.5 Assignment. The Company shall not assign, transfer, novate or encumber this Agreement or any rights or obligations under it without Saobei's prior written consent (not to be unreasonably withheld or delayed in the case of an assignment to an Affiliate of the Company) and any approvals required under the Shareholders' Agreement. Saobei may assign or subcontract performance to an Affiliate or contractor with the Company's prior written consent (not to be unreasonably withheld or delayed), provided that Saobei remains responsible for performance of obligations assigned or subcontracted by it, except where the Company has contracted directly with such Affiliate or contractor.

16.6 Force Majeure. No Party shall be liable for failure or delay in performance caused by Force Majeure. The affected Party shall notify the other Party and use commercially reasonable efforts to mitigate the effect. If a Force Majeure event continues for a period exceeding one hundred eighty (180) consecutive days, either Party may terminate this Agreement by written notice to the other Party without liability, subject to accrued rights and the Shareholders' Agreement. Economic hardship, adverse market conditions or inability to obtain financing does not constitute Force Majeure.

16.7 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, agency, employment, fiduciary, franchise, distribution or joint venture relationship between Saobei and the Company.

16.8 Entire Agreement. This Agreement, together with the Shareholders' Agreement and its Schedule 3, constitutes the entire agreement between the Parties regarding the license and scope of the Licensed Technology and supersedes prior oral statements, demonstrations, meeting minutes, emails and understandings regarding such subject matter, except to the extent expressly incorporated into this Agreement or a written Change Request.

16.9 Amendments. This Agreement may be amended, and any provision waived, only by a written instrument signed by Saobei and the Company. In addition, where any amendment, material modification, suspension or termination of this Agreement (including convenience termination) constitutes a Shareholder Reserved Matter or Material Contract matter under the Shareholders' Agreement, such amendment shall also require the approval of Shareholders holding at least eighty-five percent (85%) of the Shares and the prior written consent of Saobei, in each case in accordance with Section 3.04 of the Shareholders' Agreement, together with any acknowledgement by MAA expressly required by the Shareholders' Agreement or by this Agreement. Any purported amendment that does not comply with this Section 16.9 and the Shareholders' Agreement shall be void and of no effect.

16.10 Severability. If any provision becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable while preserving the Parties' original intent, or if modification is not possible, deemed deleted. The remaining provisions remain in effect.

16.11 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic or digital signatures and delivery by email PDF or other electronic means have the same legal effect as original handwritten signatures to the fullest extent permitted by applicable UAE law.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SAOBEI TECHNOLOGY LIMITED

Licensor

Authorised Representative: ____

Title: ____

Signature: ____

Date: ____

SYNCORA PAYMENT SERVICES PROVIDER L.L.C

Licensee / Company

Authorised Representative: ____

Title: ____

Signature: ____

Date: ____

MOHAMMED TAREK MOHD ALASHRAM ALFALASI

Acknowledging Party only for the limited purposes stated in this Agreement

Signature: ____

Date: ____

SCHEDULE 1 - TECHNOLOGY INVENTORY, SCOPE AND SERVICE PARAMETERS

PART 1 - LICENSED TECHNOLOGY

1.1 Overview. The Licensed Technology consists of the Aggregated Payment System and the Catering and Retail POS System, together with associated implementation, deployment and Go-Live support services expressly listed in this Schedule.

1.2 System 1: Aggregated Payment System. The Aggregated Payment System is a multi-tier payment aggregation platform comprising the modules summarized below.

Module	Included functions / components
Admin Dashboard	Account management; unified login; account addition, editing, closure and recovery; menu and permission management; order inquiry, details and refund; settlement data; terminal, merchant, store and notification management.
Channel Administration Console	Data order, settlement data, terminal management, merchant management, store management, partnership information, download center, settlement management, profit sharing, commission rebate and notification details.
Merchant Dashboard	Payment gateway management, finance center, statistical query, data order, settlement data, terminal and store management, reconciliation, transaction summaries, rankings, activation statistics, daily profit sharing report and order management.
Business Development Application	Account management, notification center, order management, profit sharing management, device inventory, partner management, merchant management, business data, terminal management and funds account.
Merchant Application	Account management, notification center, order management, funds account and merchant information.
Clearing Backend	Same-day payment confirmation, payment outcome, manual retry, payment notification, historical transfer records, refund processing, funds account management and operation log.
Settlement Core Services	Merchant balance accounts, payment callback mapping, merchant settlement, reconciliation statement service, settlement review, refund verification, configurable D+1, D+7, D+30 and D+N cycles, payment result polling and bank account integration capability.
Revenue Sharing Backend	Clearing and reconciliation, settlement payment, payment capability, account management, revenue sharing records, revenue-sharing relationships, freeze records, reconciliation statement, manual revenue sharing and data management.
Open API Layer	Transaction review, payment, inquiry, refund, notifications, audit records, approval configuration, MQTT initialization, account APIs, channel integration APIs and additional APIs for revenue sharing, split refunds, withdrawals and reconciliation statements.

1.3 System 2: Catering and Retail POS System. The Catering and Retail POS System is a multi-component POS and restaurant management platform comprising the modules summarized below.

Module	Included functions / components
Food & Beverage – Merchant App	Account login, Homepage, Store settings, Menu management, Order management, Group buying, Platform delivery, Remaining inventory quantity for sold-out dishes, Member marketing, Mini program, Analytics, Notifications, and Promotional activities.
Food & Beverage – POS Cash Register	Activation, Direct ordering, Table ordering, Discounts, Payment and checkout, Printing, Order notifications and number calling, Order management, Menu management, Shift handover, Statistics, Members, POS configuration, Hardware configuration, and related POS functions.
Food & Beverage – POS Mini Program	Mini program homepage, User center, Store ordering, Member registration, and Member center.

Food & Beverage – Admin Backend	Login, Homepage, Member marketing.
Retail – POS Cash Register	Login (including offline login), POS payment and checkout, Barcode scanning, Shopping cart, Suspend/retrieve order, AI product recognition, Member functions, Split-tender payment, Returns, Product management, Inventory, Shift handover, POS and hardware configuration.
Retail – Handheld POS Terminal	Login, Checkout/POS, Temporary item, Suspend order, Quick checkout, Orders, Returns and refunds, Product management, Category management, and Inventory management.
Retail – Mobile App	Login, Homepage, Store management, Store products, Inventory management, Data center, Order center, Payment and reconciliation.
Retail – Cashier Admin Backend	Business overview, Product analytics, Store products, Member management, Employee management, and Configuration center.
Retail – Self-operated E-commerce Store	Mini program homepage, Account center, Store homepage, Categories, Shopping cart, and Order management.
Retail – Partner POS Backend	Agency management, Store management, Terminal management, Activation code management, and Download management for operational and partner functions.

PART 2 - INCLUDED TECHNICAL SERVICES AND DOCUMENTATION

2.1 Included Technical Services. Installation and deployment; system configuration; test environment setup; UAT support; production Go-Live support; and technical documentation delivery.

2.2 Documentation. System architecture diagram; API documentation; database schema documentation; deployment guide; user manual; administrator manual.

2.3 Deliverables. Product function list; requirements documentation; system architecture documentation; test cases; product user manual; and other deliverables expressly agreed in a written Change Request.

PART 3 - THIRD-PARTY INTEGRATIONS

3.1 Included Categories. Payment gateways, KYC providers, SMS providers and email providers, subject to final written confirmation by both Parties and the conditions in Article 7.

3.2 Preconditions. Company authorizations, accurate API documentation, stable third-party environments, third-party cooperation and Company payment of all third-party costs.

PART 4 - DEPLOYMENT AND INFRASTRUCTURE RESPONSIBILITY MATRIX

Company responsibilities	Saobei responsibilities
Servers, cloud resources, databases, networking, VPN, HSM, domain names, SSL certificates, operating system licenses, firewall, infrastructure security, accounts, permissions, third-party services and operating environment.	Application deployment, system configuration, deployment scripts, system initialization and deployment verification for the Licensed Technology.

PART 5 - PERFORMANCE TARGETS

Metric	Target / condition
Average API Response Time	Less than 500 milliseconds under normal production conditions.
Transactions Per Second ("TPS")	200 under normal production conditions.
System Availability	99.8 percent, excluding excused downtime and failures attributable to third parties, Company infrastructure, Force Majeure or Company acts or omissions.
Concurrent Merchants	1,000 under recommended hardware and network conditions.
Transaction Success Rate	Not less than 99 percent, excluding failures attributable to third-party gateway errors, insufficient merchant funds or end-user error.

Settlement Processing Time	Maximum two-hour processing lag from scheduled settlement cut-off for D+1, D+7, D+30 and D+N cycles, subject to third-party cooperation.
Recovery Time Objective ("RTO")	Four hours from identification of system failure to full restoration, subject to infrastructure availability and incident characteristics; provided that Saobei shall use commercially reasonable efforts to restore service within the stated RTO regardless of contributing factors and shall promptly notify the Company of any circumstances that may prevent achievement of this objective.
Recovery Point Objective ("RPO")	Maximum fifteen minutes of transaction data loss in a system failure, subject to infrastructure and backup configuration.

PART 6 - SECURITY MEASURES

Commercially reasonable application-level security measures include TLS encryption, role-based access control, encrypted password storage, audit logs, IP whitelisting and basic OWASP protection. Saobei does not warrant immunity from all security threats.

PART 7 - DEVICE COMPATIBILITY AND CERTIFICATION

7.1 Designated Device Model. The primary payment terminal device model is P3, unless changed by written Change Request.

7.2 Certification. L1/L2 certification and NFC support are included in base scope. L3 certification, terminal application modifications, EMV parameter adjustments, payment kernel upgrades and additional regulatory, card scheme, terminal vendor or acquiring institution requirements are subject to a written Change Request.

7.3 Third-Party Certification Disclaimer. Certification outcomes and timelines are subject to the terminal vendor, CBUAE, UAE payment scheme operators, acquiring institutions and testing authorities. Delays or failures caused by such third parties do not constitute breach by Saobei.

PART 8 - EXCLUSIONS FROM SCOPE

Compliance and Regulatory Matters. Application, renewal or maintenance of payment licenses; communications or approvals with central banks, financial regulators or governmental agencies; PCI DSS, PA-DSS, PCI PIN or ISO 27001 certifications; AML, CFT, sanctions screening or manual review services; and legal, tax or regulatory advisory services.

Bank and Third-Party Services. Opening bank accounts; commercial negotiations with acquirers, issuers or card schemes; fees charged by banks or third-party providers; procurement and cost-bearing for KYC, KYB, SMS, email, risk control, foreign exchange rates and sanctions screening; and warranty of third-party service levels or availability.

Functional Exclusions. Payment methods or channels not expressly listed; digital currency, stablecoin or blockchain-based payment functions; advanced risk-control models; custom BI, data warehousing or advanced analytical reporting; complex financial accounting for multiple entities or legal persons; and automated tax filing functions.

Operations and Maintenance Services. 24/7 manual monitoring and operations; merchant review, risk review, dispute handling or customer service; actual fund settlement or payment execution; and data entry or business operations agency services.

Hardware and Peripherals. Procurement of POS terminals, printers, barcode scanners, cash drawers, KDS displays, PDAs, tablets or other hardware; hardware installation, transportation, replacement or repair; equipment certification fees except as expressly included; and compatibility development for device models not expressly listed.

Common Exclusions. Data migration, data cleansing or historical data repair; third-party software license fees; cloud, CDN, domain, SSL or dedicated line costs; disaster recovery center or active-active architecture construction; stress testing, penetration testing or third-party security audits; long-term knowledge transfer beyond agreed training; changes in law after the initial mandatory modification period; and adaptation caused by Company or third-party system changes.

PART 9 - CHANGE REQUEST PRINCIPLES

New countries, regions, currencies, tax regimes, payment methods, banks, third-party interfaces, POS terminal types, device models, business processes, roles, permission models, reports, analytics, performance scaling, regulatory changes and material UI/UX adjustments require a written Change Request with fees and timelines.

PART 10 - PROJECT ASSUMPTIONS

- The Company provides feedback within two (2) Business Days.
- Third parties cooperate as required.
- Regulatory requirements remain materially unchanged, except for mandatory modifications expressly assumed by Saobei.
- The Company assigns a dedicated project manager.
- Infrastructure meets deployment requirements.

If any assumption proves inaccurate, Saobei may adjust timeline and pricing through the Change Request process or, where the cause is outside Saobei's control, receive an automatic schedule extension as provided in this Agreement.

SCHEDULE 2 - CHANGE REQUEST FORM

Field	**Description**
CR Number	
Requesting Party	
Date	
Affected System / Module	
Description of Requested Change	
Business Rationale	
Out-of-Scope Basis	
Technical Assumptions and Dependencies	
Estimated Man-Days	
Fees and Payment Terms	
Timeline Impact	
Acceptance Criteria	
Third-Party Costs / Responsibilities	
Required Approvals under Shareholders' Agreement	
Effective Date of CR	

Approved by Syncora: ____________________________ Date: _______________

Approved by Saobei: ____________________________ Date: _______________

Acknowledged by MAA, if required: ____________________________ Date: _______________

SCHEDULE 3 - ACCEPTANCE CERTIFICATE

This Acceptance Certificate is issued under the Technology License Agreement dated as of July 27, 2026 between Saobei Technology Limited and Syncora Payment Services Provider L.L.C.

Field	Details
System / Deliverable	
Environment	
UAT Period	
Test Cases Completed	
Critical Defects Remaining	None / Critical Defects listed below
Major / Minor Defects to be Remediated Post-Acceptance	
Agreed Interfaces Integrated	
Core Transaction Flows Verified	
Live Transactions Processed	
Acceptance Date	

The Company confirms that the above Deliverables have satisfied the acceptance criteria under the Agreement, subject only to the listed non-Critical Defects, if any.

For Syncora Payment Services Provider L.L.C:

Name: ____________________________ Title: ____________________________

Signature: _______________________ Date: _____________________________

For Saobei Technology Limited:

Name: ____________________________ Title: ____________________________

Signature: _______________________ Date: _____________________________