

CLIENT AGREEMENT

This Client Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between **The Outlay Group, LLC**, a Texas limited liability company with its principal place of business located at 18911 Hardy Oak, Suite ____ San Antonio, Texas 78258 (the “Company”) and _____ with its principal place of business located at _____ (the “Client”). The Company and the Client are referred to herein each as (“Party”) and collectively as (the “Parties”).

- A. The Company is a licensed money service business authorized to provide money transmission services under the state laws of Texas;
- B. The Client desires to utilize the money transmission services provided by the Company;
- C. Company agrees to provide such services to the Client in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. SERVICES.

1.1 Scope of Work. The Client hereby engages the Company, and the Company hereby accepts such engagement to provide certain services to the Client on the terms and conditions set forth in this Agreement. The Company agrees to provide the following services to the Client:

- i. money transfer services and
- iii. payment processing services (collectively the “Services”), which may be amended in writing by the Company from time to time. Service and funds availability depend on certain factors including the Services selected by the Client, the selection of delayed delivery options, special terms applicable to each Service, amount sent, destination country, currency availability, regulatory or consumer protection issues, identification requirements, delivery restrictions, agent location hours, and differences in time zones, if any. The Recipient shall be the individual or entity designated by the Client to receive the funds sent by the Client, through the Company’s services. The Recipient shall receive funds in either cash, check, or funds may be credited to a bank account, prepaid, debit or credit card or similar accounts. Recipient may be able to elect a payout method that differs from the payment method the Client specified. The Client authorizes the Company to comply with Recipient’s election of payment method, which may incur additional fees to access funds. A tax, fee, and or tariff may be imposed on Recipient’s receipt of or access to funds in certain jurisdictions. The Client agrees the importation provided to the Company is accurate and correct. The Company shall rely on the information provided by the Client to send the funds.

1.2 Definition of Money Service Business. The Company is a money service business which is defined as a financial institution. The term “Money Service Business” does not include a

bank, as the term is defined in 31 CFR 1010.100 (d) formerly 21 CFR 103.11 (c)). A money service business ("MSB") is a business licensed wholly or partially within the United States, that allows customers to store, transfer and exchange money or other stores of value. An MSB provides one or more of the following services: (1) deals or exchanges foreign currency, (2) cashes checks, (3) issues or sells traveler's checks, money orders or stored value, (4) provides or sells prepaid access (e.g. prepaid cards) (5) is a money transmitter, or (6) is the U.S. Postal Service. Based on the definition described herein, the Company is an MSB, specifically a money transmitter. The Company provides money transmission services which is the acceptance of currency, funds, or other value that substitutes for currency from one person and the transmission of currency, funds, or other value that substitutes for currency to another location or person by any means.

2. TERM. The term of this Agreement shall commence as of the Effective Date set forth above and shall continue thereafter for a period of one (1) month (the "Initial Term"). The Initial Term shall continue and automatically renew monthly, each (a "Successive Term"), without further act or instrument, unless earlier terminated according to Section 10 herein. The Initial Term and any Successive Term shall be referred to herein collectively as "the Term".

3. FEES AND CHARGES. The Client agrees the Company shall be paid for the Services provided to the Client under this Agreement as follows:

3.1 Fees. Client agrees to pay the Company the fees as outlined in the attached fees schedule Exhibit A (the "Fees").

3.2 Taxes. The Client will not be treated as an employee of the Company for federal or state tax purposes with respect to the Services rendered under this Agreement. **THE CLIENT SHALL BE RESPONSIBLE FOR PAYMENT OF ALL TAXES ARISING OUT OF THE COMPANY'S SERVICES, INCLUDING BY WAY OF ILLUSTRATION BUT IN NO LIMITATION, FEDERAL AND STATE INCOME TAX, SOCIAL SECURITY TAX, UNEMPLOYMENT INSURANCE TAXES, AND ANY OTHER TAXES OR OTHER BUSINESS TAX OR BUSINESS LICENSE FEES AS REQUIRED. IT IS THE CLIENT'S RESPONSIBILITY TO DETERMINE WHAT, IF ANY TAXES APPLY TO THE PAYMENTS MADE OR RECEIVED. IT IS THE CLIENT'S SOLE RESPONSIBILITY TO ASSESS, COLLECT, REPORT AND REMIT THE CORRECT TAXES AND AMOUNTS TO THE APPROPRIATE AUTHORITY. THE COMPANY IS NOT RESPONSIBLE FOR DETERMINING, CALCULATING, COLLECTING, REPORTING OR REMITTING ANY TAXES ARISING FROM ANY TRANSACTION.** Each party must handle its tax obligations with federal, state and local taxing authorities. The Company will not withhold or pay any taxes, including but not limited to, FICA, FUTA, federal or state income taxes, state disability insurance taxes, and state unemployment insurance, if any, and any other form of social security, unemployment taxes and/or workers' compensation, or any other assessments or taxes unless legally required.

4. RELATIONSHIP OF THE PARTIES. The Parties agree and understand the relationship between the Company and the Client is that of independent contractors. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, employee, or agency relationship between the Client and the Company for any purpose. The Client shall not make any agreements or

representations on the Company's behalf without the Company's prior written consent. Neither party, nor any of their respective employees, or agents shall be entitled to participate in an employee benefit plan, group insurance or other fringe benefits provided by the other party to its employees. This Agreement does not create a fiduciary relationship between the parties. Each party shall act in its own best interest and shall not owe any fiduciary duties to the other party. Each party shall be responsible for its own taxes, including income, payroll and other taxes, arising from the performance of this Agreement as further provided in Article 3 above. Neither party shall be responsible for withholding or paying any taxes on behalf of the other party.

5. CONFIDENTIAL INFORMATION.

5.1 Definition. As stated herein, "Confidential Information" means any information of the Company, that is of a commercial, proprietary or technical nature, including, without limitation, the following, whether now in existence or hereafter created, whether written or oral: (i) all information marked as "confidential" or similarly marked, or information that Client should, in the exercise of reasonable judgment, recognize as confidential; (ii) all information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets and any other intellectual property rights of the Company or the Company's licensors; (iii) all business, financial or technical information of the Company and any of the Company's vendors (including, but not limited to, account numbers and software licensed from third parties or owned by the Company or its Affiliates); (iv) the Company's business plans, financial data, financial results, technological developments and other similar proprietary information and materials; (v) all Client Information (as defined below); (vi) all discussions, correspondence (whether written, electronic or oral), notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Company or by others on the Company's behalf or for its benefit, which contain or otherwise reflect Confidential Information; and (vii) all discussions, correspondence (whether written, electronic or oral), marketing materials, proposals, presentations, strategic memoranda and other materials, documentation and/or information related to and/or regarding the Company's business. As used herein, "Client Information" means all disclosed data or information that pertains to or identifies any current, former or prospective customers or clients of the Company, including, without limitation, name, address, e-mail address, telephone number or other contact information, social security number, federal employer identification number, passwords, user identification, personal financial information, personal preferences, demographic data, marketing data, data about banking or securities transactions, credit data or any other identification data.

5.2 Exceptions. Confidential Information shall not, however, include any information which (i) at the time of disclosure is, or thereafter becomes, publicly known and generally available in the public domain other than as a direct or indirect violation of this Agreement by the receiving Party; (ii) is already in the possession of the receiving Party (as established by documentary evidence) at the time of disclosure by the disclosing Party; or (iii) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality, if any, to the disclosing party.

5.3 Both Parties shall protect and safeguard the confidentiality of and avoid disclosure and unauthorized use of Confidential Information. Without limiting the foregoing, each Party shall take

at least those measures and use that degree of care that it takes to protect its own Confidential Information (but not less than a commercially reasonable degree of care) and shall ensure that its employees and agents who have access to Confidential Information of the other Party have been made aware of the provisions of this Agreement prior to any disclosure of Confidential Information to such employees or agents. This Agreement imposes no obligation on the receiving Party with respect to Confidential Information that (i) is disclosed under requirement of law, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts, and give prompt notice to the disclosing Party so that the disclosing party may seek, to obtain confidential treatment for any Confidential Information that is so disclosed; or (ii) is disclosed by the receiving Party with prior written approval of the disclosing Party.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Client's Representation and Warranties. The Client represents and warrants to the Company:

(i) Authority/Capacity. The Client has the full legal right, power and authority to enter into this Agreement and to perform fully all its obligations hereunder. If the Client is an entity, it is duly organized, validly existing, and in good standing under the laws of its jurisdiction or incorporation or organization.

(ii) Compliance with Laws. The Client is in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to, the Texas Finance Code Section 152 and the Bank Secrecy Act.

(iii) No Conflicts. The execution, delivery and performance of this Agreement by the Client do not and will not conflict with or result in a breach of any agreement, contract, or other obligation to which the Client is a party or by which the Client is bound.

(iv) Accuracy of Information. All information provided by the Client to the Company in connection with this Agreement, including but not limited to, identification and financial information is true, accurate and complete. The Client agrees to provide accurate and complete information for the purposes of identity verification and acknowledges the Company may take necessary steps to verify the Client's identity as required by law. The Client agrees to promptly notify the Company of any changes to such information.

(v) Legitimacy of Funds. The funds being transmitted through the Company are derived from legitimate sources and are not involved in any illegal activities, including but not limited to money laundering, terrorist financing or fraud. The Client is solvent and has the financial capacity to fulfill its obligations under this Agreement.

(vi) No Litigation. There is no pending or, to the Client's knowledge, threatened legal actions, suits, or proceedings against the Client that could reasonably be expected to have a material adverse effect on the Client's ability to perform its obligations under this Agreement.

(vii) Policy and Procedures. The Client shall comply with the Company's policies and procedures. The Client agrees to use the Company's services solely for lawful purposes and in accordance with the terms and conditions of this Agreement.

6.2 Company's Representation and Warranties. The Company hereby represents and warrants to the Client as follows:

(i) Legal Compliance. The Company represents it is duly organized, validly existing and in good standing under the laws of the state of Texas. The Company warrants compliance with all applicable laws and regulations, including those specific to money service businesses.

(ii) Authority/Capacity. The Company has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder and the execution of this Agreement by its representative whose signature is set forth below has been duly authorized by all necessary corporate action.

(iii) Accuracy of Information. The Company shall maintain accurate and complete records of all transactions conducted under this Agreement. These records include, (x) transaction details (i.e. date, amount, and currency of each transaction), (y) customer information (i.e. name, addresses, and identification details of all parties involved in the transaction) and (z) compliance documentation (i.e. records of customer identification and verification procedures, as well as any reports of suspicious activities. These records shall be maintained in accordance with the requirements of the Texas Finance Code Section 152 and any other applicable federal and state laws. The Company agrees to retain these records for a minimum period of five (5) years from the date of the transaction. The Company shall make these records available for inspection by regulatory authorities upon request.

(iv) No Litigation. The Company represents that there are no pending or threatened legal actions that could adversely affect its ability to perform its obligations under the Agreement.

(v) Financial Condition. The Company may warrant that is financially solvent and capable of fulfilling its obligations under this Agreement.

6.3 Limitations on Warranty. Notwithstanding Section 6.2 above, the Company does not guarantee continuous, uninterrupted or secure access to any part of the Company's services, and operation of the website, software, or systems (including the networks and servers used to provide any of the Company's services) operated by the Company or on our behalf, which may be interfered with by numerous factors outside of the Company's control. The Company will make reasonable efforts to ensure that requests for any money transmission are processed in a timely manner. Company makes no representations or warranties regarding the amount of time needed to complete processing because the Company's services are

dependent upon many factors outside of the Company's control, such as delays in the banking system or the U.S. or international mail service.

7. COMPLIANCE WITH LAWS.

7.1 Applicable Laws. The Company agrees to comply with all applicable federal, state, and local laws, including but not limited to, the Department of Treasury's Financial Crimes Enforcement Network ("FINCEN"), USA Patriot Act, Office of Foreign Assets Control ("OFAC") Regulations, Consumer Financial Protection Bureau ("CFPB"), and Internal Revenue Services ("IRS") regulations and Texas Finance Code Section 152. The Company is committed to implementing and maintaining Anti-Money Laundering ("AML") policies and procedures in accordance with the Bank Secrecy Act ("BSA") and other relevant regulations.

7.2 Anti-Money Laundering and Counter-Terrorist Financing Statement. As a financial institution, the Company is committed to full compliance with all applicable laws and regulations regarding AML policies. Company's policy is to prevent entities and individuals from engaging in money laundering, fraud, and other financial crimes, including terrorist financing, from using the Company's services. The Company has implemented a comprehensive transaction monitoring program to detect and prevent fraudulent and suspicious activities. The Client agrees to cooperate with the Company's transaction monitoring efforts which include providing any necessary information or documentation requested by the Company to verify the legitimacy of the transactions.

7.3 Customer Identification Program (CIP). The Company has implemented robust policies and procedures including a CIP to verify the identity of its clients to detect, prevent and report suspicious activity. The CIP includes the following procedures: (i) identification of information, (ii) verification procedures, (iii) record keeping and (iv) monitoring and reporting. The Client authorizes the Company, directly or through third parties, to make any inquiries or take any actions the Company considers necessary to validate the Client's identity (or the identities of the individuals who own or control the Client) and verify information that has been provided to the Company. The Company may use the services of third parties to obtain information about the Client. The Client authorizes any third party retained by the Company for this purpose to obtain such information.

8. INDEMNIFICATION. The Client agrees to defend, indemnify, and hold harmless the Company, its Affiliates (as defined herein), directors, officers, employees, agents, joint venturers, and representatives (collectively the "Indemnified Parties") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or in connection with:

- (i) Any breach by Client of any representation, warranty, covenant, or obligation under this Agreement.
- (ii) The Client's improper use of the Company's services.
- (iii) The Client's, its employees, agents and representatives' violation of any applicable law or the rights of a third party and or the actions or inactions of any third party to whom the Client grants permission to use the Company's services and system (including any networks and services used to provide any of the Company's services) operated by the

Company or on the Company's behalf or any of the Company's services on the Client's behalf.

- (iv) Any act or omission by the Client that results in damage to the Company or any third party.
- (v) Any negligence or willful misconduct by the Client or its employees, and agents in connection with the performance of this Agreement.

"Affiliates" include each entity that the Company controls, is controlled by or is under common control.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability/Exclusion of Certain Damages. To the fullest extent permitted by applicable law, the Company's total liability to the Client for any and all claims, losses, or damages arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to direct damages only and shall not exceed the total amount of fees paid by the Client to the Company under this Agreement during the twelve (12) months preceding the event giving rise to the claim. In no event shall the Company be liable for lost profits or any special, incidental, consequential, exemplary or punitive damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with the Company's websites, services, systems (including networks and servers used to provide any of the Company's services) operated by the Company or on the Company's behalf, any of the Company's services, or this Client Agreement (however arising including negligence), unless to the extent prohibited by law.

9.2 Disclaimer of Damages. In addition, to the extent permitted by applicable law, Company is not liable, and Client agrees not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) Client's use of, or inability to use, the Company's websites, software, systems (including any networks and servers used to provide any of the Company's services) operated by Company or on Company's behalf, or any of the Company's services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Company services) operated by us or on our behalf and any of the Company services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Company services) operated by us or on our behalf or any of the Company services or any website or service linked to our websites, software or any of the Company services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Company services) operated by us or on our behalf or any of the Company services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to the Client's account; or (7) Client's need to modify its practices, content, or behavior, or Client's loss of or inability to do business, as a result of changes to this Agreement or the Company's policies.

10. TERMINATION. Either Party may terminate this Agreement for any reason by providing ten (10) calendar days' written notice to the other Party.

10.1 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other party (i) materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) calendar days from receipt of such written notice, or (ii) becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.

10.2 Effect of Termination. Upon termination of this Agreement: (i) all rights and obligations of the parties under this Agreement shall cease, except for those rights and obligations that expressly survive termination and (ii) each party shall return or destroy all confidential information of the other party in its possession.

11. MISCELLANEOUS.

11.1 Notice. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by private overnight mail service (e.g. Federal Express) to the Party at the address set forth as follows:

If to Client, to:

If to Company, to:

The Outlay Group, LLC

or to such other address as either Party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after sending.

11.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

11.3 Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

11.4 No-Waiver. No course of dealing or failure of the Company to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

11.5 Non-exclusive. This Agreement is non-exclusive to both Parties and either Party may engage in business relationships with other entities regarding the Services which are the subject of this Agreement.

11.6 Attorneys' Fees and Expenses. Each party shall pay all costs and expenses it incurs with respect to the negotiation, execution, delivery and performance of this Agreement. If any action is instituted concerning or arising out of this Agreement or the transactions contemplated hereby, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in such action.

11.7 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the choice of law provisions thereof.

11.8 Waiver of Jury Trial. **EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GRANT AGREEMENT OR SUBJECT MATTER HEREOF, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

11.9 Severability. The Parties agree that if any provision or any portion of any provision of this Agreement or the application of such provision or any portion thereof to any Person or circumstance shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provision of this Agreement, or the application of such provision or portion thereof as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. The parties further agree that any court of competent jurisdiction is expressly authorized to modify any unenforceable provision of this Agreement instead of severing the unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making any other modifications it deems warranted to carry out the intent and agreement of the parties as embodied in this Agreement to the maximum extent permitted by applicable Law.

11.10 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns; provided, however, that no Party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other Party.

11.11 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11.12 Headings. The headings used herein are only for convenience and shall not be deemed to affect the interpretations or construction of such provisions.

11.13 Survival. The terms and conditions of this clause and Articles 5,6,8,9, 10 and 11 shall survive the expiration or termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first set forth above.

CLIENT:

By: _____

Name: _____

Title: _____

COMPANY:

The Outlay Group, LLC

A Texas limited liability company

By: _____

EXHIBIT “A”
ADDENDUM
FEEES

[To be attached]