



MEMORANDUM OF UNDERSTANDING

Between

**Finova Technologies Ltd.
("Finova")**

and

**FusionPay
("FusionPay")**

Effective Date: _____

1. PURPOSE

This Memorandum of Understanding ("MOU") establishes a strategic cooperation between Finova and FusionPay to promote broader adoption of digital financial services.

The Parties intend to leverage their respective strengths to expand user accessibility, enhance payment capabilities, and create long-term value through a non-exclusive strategic relationship.

2. OBJECTIVES

The Parties agree to collaborate with the following objectives:

- Promote digital payment adoption.**
- Expand access to global financial services.**
- Increase awareness of FusionPay's payment solutions within the Finova ecosystem.**

- Support sustainable ecosystem growth.
- Explore future commercial opportunities.

3. SCOPE OF COOPERATION

The Parties agree to cooperate in the following areas:

- Strategic business collaboration.
- Cross-brand marketing initiatives.
- Educational campaigns.
- Community development.
- Merchant ecosystem expansion.
- Digital payment awareness.
- Joint promotional activities.
- Future business opportunities as mutually agreed.

4. USER REGISTRATION

Users introduced through Finova shall create and maintain their own accounts directly with FusionPay through FusionPay's official website and onboarding process.

FusionPay shall be solely responsible for:

- User registration.
- Account verification.
- KYC procedures.
- Compliance requirements.
- Customer account management.
- Payment services provided through its platform.

Finova shall not collect, store, or manage FusionPay customer accounts or payment credentials.

5. RESPONSIBILITIES OF FINOVA

Finova agrees to:

- Introduce FusionPay as a strategic payment partner within its ecosystem.

- Educate users on the benefits of FusionPay's services.
- Conduct marketing and awareness campaigns where mutually agreed.
- Refer interested users to FusionPay's official registration channels.
- Maintain accurate public information regarding the collaboration.

6. RESPONSIBILITIES OF FUSIONPAY

FusionPay agrees to:

- Provide payment services directly to users registered on its platform.
- Manage all customer onboarding, verification, and compliance obligations.
- Deliver customer support relating to FusionPay products and services.
- Maintain commercially reasonable service availability.
- Keep users informed of applicable terms, fees, and policies.

7. COMMERCIAL COOPERATION

The Parties may agree separately on commercial arrangements relating to:

- Referral programmes.
- Marketing campaigns.
- Revenue sharing where applicable.
- Promotional incentives.
- Joint business development activities.

Such arrangements shall be documented in separate written agreements where necessary.

8. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all non-public business, commercial, technical, operational, and financial information exchanged during the course of this collaboration.

These obligations shall survive termination of this MOU for five (5) years.

9. INTELLECTUAL PROPERTY

Each Party retains exclusive ownership of its trademarks, branding, software, business methodologies, documentation, and intellectual property.

Neither Party may use the other's intellectual property except with prior written approval or as expressly permitted under this MOU.

10. COMPLIANCE

Each Party shall independently comply with all applicable laws and regulations governing its own business activities.

FusionPay shall remain solely responsible for regulatory compliance relating to its payment platform, customer onboarding, KYC, AML, sanctions screening, and payment services.

Finova shall remain responsible for compliance relating to its own products, services, and business operations.

11. MARKETING AND BRANDING

Subject to mutual written approval, each Party may identify the other as a strategic ecosystem partner in presentations, websites, marketing materials, and corporate communications.

Neither Party shall imply ownership, agency, or legal representation of the other.

12. TERM

This MOU shall commence on the Effective Date and remain in force for three (3) years unless terminated earlier by either Party.

The Parties may renew this MOU by mutual written agreement.

13. TERMINATION

Either Party may terminate this MOU by providing sixty (60) days' written notice.

Termination shall not affect obligations relating to confidentiality, intellectual property, or any accrued rights and obligations.

14. DISPUTE RESOLUTION

The Parties shall first attempt to resolve disputes through good-faith negotiations.

If unresolved, disputes shall proceed to mediation and, if necessary, binding arbitration in a mutually agreed jurisdiction.

15. GOVERNING LAW

This MOU shall be governed by the laws of the jurisdiction mutually agreed upon by the Parties in the final executed version.

16. ENTIRE UNDERSTANDING

This Memorandum represents the complete understanding between the Parties regarding their strategic cooperation and supersedes prior discussions relating to its subject matter.

SIGNATURES

For Finova Technologies Ltd.

Name: _____

Title: _____

Signature: _____

Date: _____

For FusionPay

Name: _____

Title: _____

Signature: _____

Date: _____