MEMORANDUM OF UNDERSTANDING
Between
Finova Technologies Ltd.
("Finova")
and
Vesty Exchange
("Vesty Exchange")
Effective Date: 1st July 2026

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the Effective Date by and between Finova Technologies Ltd. and Vesty Exchange (collectively referred to as the "Parties").

The Parties recognize their complementary capabilities within the digital asset ecosystem and desire to establish a strategic relationship to enhance digital asset liquidity, blockchain accessibility, and user experience through technological cooperation.

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1. OBJECTIVE

The purpose of this Memorandum is to establish a strategic cooperation framework under which Finova will integrate Vesty Exchange digital asset exchange infrastructure into the Finova LiquidityOS™ ecosystem.

The collaboration aims to:

- Enhance global digital asset accessibility.
- Improve liquidity efficiency across supported blockchain networks.
- Deliver secure, seamless cryptocurrency swap services.
- Expand the utility and adoption of blockchain-based financial infrastructure.
- Create long-term commercial value for both Parties.

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2. SCOPE OF COOPERATION

The Parties agree to cooperate in the following areas:

- Cryptocurrency swap services.
- Cross-chain digital asset exchange.

- API integration.
- Liquidity routing.
- Blockchain transaction processing.
- Technical infrastructure collaboration.
- Product development initiatives.
- Marketing collaboration where mutually agreed.
- Future ecosystem expansion opportunities.

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3. RESPONSIBILITIES OF FINOVA

Finova shall:

- Integrate approved Vesty Exchange API services into LiquidityOS™.
- Route eligible user swap requests through Vesty Exchange infrastructure where appropriate.
- Maintain secure implementation of all integrations.
- Ensure platform security and operational stability.
- Provide first-level customer support relating to Finova platform operations.
- Comply with all applicable laws and regulations governing its operations.

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4. RESPONSIBILITIES OF Vesty Exchange

Vesty Exchange shall:

- Provide API access and technical documentation.
- Maintain reliable cryptocurrency swap infrastructure.
- Process supported cryptocurrency exchange transactions.
- Maintain commercially reasonable system availability.
- Provide technical assistance during integration.
- Continue maintaining security standards consistent with industry best practices.

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5. COMMERCIAL COOPERATION

The Parties agree to establish mutually beneficial commercial arrangements, including where applicable:

- Revenue sharing.
- Transaction fee allocation.
- Referral incentives.
- Settlement procedures.
- Reporting standards.
- Performance review mechanisms.

Specific commercial terms shall be documented in separate schedules or definitive commercial agreements incorporated into this MOU by reference.

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6. TECHNOLOGY INTEGRATION
The Parties shall collaborate on:

- Secure API connectivity.
- Wallet integration.
- Transaction monitoring.
- Blockchain verification.
- Supported asset routing.
- System testing.
- Infrastructure optimization.
- Security enhancement.

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7. DATA SECURITY
Each Party shall maintain appropriate administrative, technical, and organizational safeguards to protect confidential information, digital assets, and customer data.
Neither Party shall intentionally expose the other Party's systems to security vulnerabilities.

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8. CONFIDENTIALITY
Both Parties agree that all technical information, business information, commercial discussions, pricing, documentation, software architecture, customer information, and operational data exchanged under this MOU shall remain confidential.
Such confidentiality obligations shall survive termination of this MOU for a period of five (5) years.

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9. INTELLECTUAL PROPERTY

Each Party retains full ownership of its trademarks, software, proprietary technologies, source code, documentation, business methods, and intellectual property.
Nothing contained herein transfers ownership unless expressly agreed in writing.

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10. COMPLIANCE

Each Party remains independently responsible for complying with all applicable laws and regulations, including those relating to anti-money laundering (AML), sanctions, data protection, financial crime prevention, and any licensing requirements applicable to its own business activities.

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11. PUBLICITY

Either Party may announce the strategic collaboration only with the prior written approval of the other Party regarding the content and timing of any public statement.
Each Party grants the other a limited, non-exclusive right to reference the collaboration and display its corporate name or logo solely in approved marketing materials, presentations, or announcements related to the cooperation, subject to any brand usage guidelines provided in writing.

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12. TERM

This MOU shall commence on the Effective Date and remain effective for an initial period of two (2) years.
It shall automatically renew for successive one-year terms unless either Party provides ninety (90) days' written notice of its intention not to renew.

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13. TERMINATION

Either Party may terminate this MOU by providing sixty (60) days' written notice.
Termination shall not affect any obligations accrued before the effective date of termination, including confidentiality, intellectual property, payment obligations, and any surviving provisions.

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14. LIMITATION OF LIABILITY

Except in cases of fraud, willful misconduct, or gross negligence, neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of this MOU.

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15. DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute through good-faith negotiations.
If the dispute cannot be resolved within thirty (30) days, it shall be referred to mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in a mutually agreed venue, conducted in the English language.

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16. GOVERNING LAW

This MOU shall be governed by the laws of the jurisdiction mutually agreed by the Parties in the definitive execution copy.

17. ENTIRE UNDERSTANDING

This Memorandum constitutes the entire understanding between the Parties regarding the matters described herein and supersedes all prior discussions, proposals, and understandings relating to its subject matter.