



Terms and Conditions for Affiliates

Effective Date: 12.12.2025

Parties: Narvi Payments Oy AB (Company) and You (Affiliate/Partner)

1. Acceptance of Terms

By registering on the **Narvi Affiliate Portal**, you ("Affiliate", "you") accept these Terms and Conditions ("**Terms**") and enter into a binding agreement with **Narvi Payments Oy AB** (Business ID: 3190214-6, "Company", "Narvi"), located at Maria 01, Lapinlahdenkatu 16, 00180 Helsinki, Finland. These Terms apply from the moment your account is activated and remain in force until terminated in accordance with Section 10.

If you do not agree with these Terms, you must not complete the registration, and you cannot act as the affiliate of the Narvi.

2. Purpose

- 2.1. By joining the Narvi Affiliate Program through Narvi's digital portal, you agree to act as Company's affiliate, meaning that you will promote Narvi's financial and payment services ("**Narvi's Services**") by referring Narvi's Services to potential new clients in accordance with these Terms. This agreement governs our mutual obligations regarding referral activities, compensation, confidentiality, invoicing and other legal matters.
- 2.2. For clarity, Parties are and will remain independent entities, and nothing in the agreement or the Terms shall be intended to or shall create any partnership, joint venture, agency, or employment relationship.

3. Affiliate Obligations

3.1. As an Affiliate, you agree to:

- Identify and introduce new potential clients interested in Narvi's Services.
- Obtain proper consent from each prospect to be contacted by Narvi under Regulation (EU) 2016/679 (GDPR).
- Assist, if needed, with Know Your Customer (KYC) onboarding processes.
 - For clarity when assisting with KYC onboarding process, you acknowledge and confirm that all the information provided to Narvi is correct and accurate.
- Inform Narvi immediately in writing of any changes to the information provided to Narvi: i) during KYC onboarding process, or ii) during the course of the ongoing business relationship. Such notification obligation shall include, without limitation, any changes relating to the client's ultimate beneficial owner(s) (UBO), ownership or control structure, legal status, registered address, contact details, authorised signatories, account information, nature of business, source of funds, source of wealth, or any other information required under the Finnish Act on Preventing Money Laundering and Terrorist Financing (*Laki rahanpesun ja terrorismin rahoittamisen estämisestä*).

- Not offer prices below Narvi's official price list without Narvi's prior written consent
- Promote Narvi's Services in an honest, professional, and commercially reasonable manner, and in accordance with applicable law, including, but not limited to Section 32 of the Finnish Payment Institution Act (fin. *maksulaitoslaki*).
- Ensure that all marketing and communications are accurate, not misleading, and do not contain false or exaggerated claims.
- Refrain from making any representations, guarantees, or warranties concerning the Narvi's Services unless expressly authorised in writing by Narvi.
- Not promote Narvi's Services in prohibited jurisdictions or entities under sanctions.

3.2. **Note:** You have an exclusive right to onboard a referred client for 6 months. If onboarding fails within this period, the client may be reassigned.

4. Narvi's rights

4.1. Narvi has a right to:

- Issue or provide mandatory marketing materials and/or a code of conduct to be complied with when promoting Narvi's Services potential clients.
- At its sole discretion, to immediately prohibit you from acting as an affiliate.
- Decide if the client is accepted as the client of Narvi, and which Narvi's Services can be provided to such clients.
- Work with other affiliates or competitors of yours.
- On its own initiative or at the request of the any competent authority (e.g., FIN-FSA) to audit and monitor your compliance with this agreement, these Terms and applicable laws, and you shall fully cooperate by giving access to all relevant information, systems and records.

5. Excluded Clients

5.1. You are not entitled to commission for clients who:

- Are already Narvi customers.
- Are currently undergoing onboarding.
- Have been referred by another affiliate under an active exclusivity period.
- Are already in contact with Narvi regarding Narvi's services.

5.2. Narvi will notify you if a referred client falls under these exclusions.

6. Compensation

6.1. Regarding the compensation, Parties agree that:

- After a successful KYC onboarding and Narvi's acceptance of a client, and your acceptance of these Terms, you will receive **20% of net revenue** from referred client, and may benefit from a shared markup on prices (if agreed in advance). Standard pricing details are available at narvi.com/pricing.
- Net revenue shall be calculated as the gross revenue received from referred clients after a successful KYC onboarding and Narvi's acceptance of a client, and acceptance of these Terms, less any chargebacks, refunds, or taxes required by law. For clarity, you cannot earn any commission before accepting these Terms and joining Narvi Affiliate Program through Narvi's digital portal.

- Commission continues to be paid as long as the referred client remains a Narvi's client—even if this agreement has ended. No commission is paid for referrals that do not complete KYC onboarding process and/or are not accepted as a client of Narvi.
- You shall not be entitled to receive any commission in any circumstances where you are in breach of your obligations set out in Section 3.1 above.

6.2. If you wish to request a higher commission rate (i.e., a higher share of net revenue), this is only possible if the client is charged more than Narvi's standard pricing. In such an event please contact us at affiliate@narvi.com or support@narvi.com before initiating the KYC onboarding process.

6.3. For avoidance of doubt, you are solely responsible for any taxes or duties.

7. Invoicing

7.1. If you are entitled to compensation in accordance with these Terms, the following shall apply:

- You shall invoice us on monthly basis.
- The invoice must be issued in the correct format and shall include, in the invoice description, the following information: commission for the referred client and the month to which the invoice relates. Pro forma invoices are not accepted. Failure to comply with these invoicing requirements may result in the delay, withholding, or non-payment of commission, and any applicable VAT or tax adjustments may be deducted from the total commission amount payable to the Affiliate.

7.2. Payments are made monthly, but only if the earned commission is at least €100. Narvi has a right to issue self-invoices on your behalf and will transfer commissions to your designated account accordingly.

8. Confidentiality

8.1. You must:

- Keep and treat all of Narvi's business, client, and operational information confidential regardless of whether such information is expressly marked or stated to be confidential.
- Limit disclosure to only those within your organization who necessarily need the information.
- Return or destroy all confidential materials upon request.
- Not use Narvi's name, logo, or reference in any marketing unless approved in writing.

8.2. Confidentiality obligations remain valid for **5 years** after termination.

9. Limitation of Liability and Indemnity

9.1. Neither Party shall be liable to the other for any indirect, consequential, incidental or punitive damages, including, without limitation, loss of profit, loss of business, loss of revenue or loss of goodwill, arising out of or in connection with this agreement. However, nothing in this agreement shall limit or exclude your liability for damage caused by:

- Fraud or wilful misconduct;
- Breach of your obligations as affiliate (Section 3.1), where such breach is caused by negligence; or
- Breach of confidentiality obligations (Section 8).

9.2. Each party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other party and its directors, officers, employees and agents ("**Indemnified Party**") from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or relating to:

- A breach by the Indemnifying Party of this agreement and these Terms;
- The Indemnifying Party's negligence, gross negligence or wilful misconduct; or
- The Indemnifying Party's violation of applicable laws or regulations

9.3. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim subject to indemnification and shall reasonably cooperate in the defence of such claim. The Indemnifying Party shall have the right to control the defence and settlement of the claim, provided that no settlement imposing any obligation or liability on the Indemnified Party may be entered into without its prior written consent, which cannot to be unreasonably withheld.

10. Term and Termination

10.1. This agreement can be terminated by either party:

- At any time, with written or email notice.
- With **30 days notice period**.
- If this agreement is terminated for any reason, **you will continue to receive commission** for any referred clients who remain active Narvi customers, as long as they were successfully onboarded during the term of your agreement. No new commission is earned for referrals made after the termination date.

10.2. However, Narvi may terminate agreement with immediate effect, if you:

- Materially breach the agreement, these Terms, any applicable laws or regulations;
- Engage in misleading, deceptive, unlawful, or unethical conduct;
- Violate Narvi's branding, AML, marketing, confidentiality, or data protection requirements; or
- Become insolvent, enter into liquidation, bankruptcy, or similar proceedings.

11. Governing Law and Disputes

11.1. This agreement is governed by **Finnish law**, without regard to conflict of law principles.

11.2. Any unresolved disputes will be handled in **Finnish courts**.

12. Changes to These Terms

12.1. Narvi reserves the right to update or modify these Terms from time to time.

12.2. Any changes will be communicated in advance via email and/or posted on the Affiliate Portal at partner.narvi.com.

12.3. Material changes that negatively affect your rights (such as lower commission rates for new existing or new referred clients or stricter conditions) will not take effect until 60 days after notice is given. During this period, you have the right to terminate the agreement if you do not accept the changes. By continuing to participate in the Affiliate Program after the notice period, you confirm your acceptance of the updated Terms.

12.4. You may not assign your rights or obligations without Narvi's written consent.

13. IP Rights

13.1. All intellectual property rights in Narvi's name, logo, trademarks, trade dress, websites, software, marketing materials and other protected content remain the exclusive property of Narvi.

13.2. Narvi grants you a limited, non-exclusive, non-transferable, and revocable license to use Narvi's brand materials solely for the purpose of performing your obligations under this agreement and these Terms and strictly in accordance with Narvi's guidelines.

13.3. You shall not modify, sublicense, distribute, copy, reverse engineer, or otherwise exploit Narvi's intellectual property except as expressly permitted in writing.

13.4. Upon termination of this agreement, you shall immediately cease all use of Narvi's intellectual property and remove all references to Narvi from your marketing channels.

14. Contact

Narvi Contacts:

- Email: affiliate@narvi.com

15. Confirmation

By clicking **"I Accept the Terms and Conditions"** and submitting your registration at <https://partner.narvi.com/onboarding/partner-new-account>, you confirm that:

- You've read and understood these Terms
- You agree to be bound by them
- You will comply fully with your responsibilities as a Narvi's Affiliate