

CUSTOMER AGREEMENT FOR KYT SAAS SOLUTION

Last updated May 6, 2024

This Customer Agreement for Know Your Transaction (KYT) SaaS Solution (this “**Customer Agreement**”) is entered into by and between SigmaLayer Company Limited (“**Company**”) and the Customer (as defined below), each a “**Party**”, and collectively the “**Parties**”. The reference to this Customer Agreement consists of the terms and conditions (including those of any schedules or addendums attached, referenced or incorporated herein, including to the extent applicable Order Forms, Solution Specific Terms, Data Processing Agreement, and/or Customer Terms (if Customer procures Solution from a Reseller)) governing Customer’s downloading of, installation of, access to and use of the Solution (as defined below) through a “software as a service” (“**SaaS**”) arrangement.

BY (1) CLICKING AN “ACCEPT” (OR SIMILAR) BUTTON, (2) EXECUTING AN ORDER FORM ONLINE OR OFFLINE, OR (3) ACCESSING OR USING ANY SOLUTION, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS CUSTOMER AGREEMENT. IF YOU ARE AN INDIVIDUAL, YOU REPRESENT THAT YOU ARE NOT UNDER THE AGE OF EIGHTEEN (18). AN INDIVIDUAL WHO IS ACCEPTING ON BEHALF OF A LEGAL ENTITY REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY (AND ITS RELEVANT AFFILIATES, AS APPLICABLE) TO THIS CUSTOMER AGREEMENT.

1. Definitions

- 1.1. Unless the context otherwise requires, capitalised terms used in this Customer Agreement shall have the meaning specified in **Schedule 1**.

2. Provision of Solutions

- 2.1. In consideration for Customer’s payment of the Charges, and subject to the terms and conditions set forth in this Customer Agreement, the applicable Order Forms, Solution Specific Terms and/or Customer Terms (if applicable), Company grants Customer the right to access and use the Solution during the Term and within the Territory specified, on a non-exclusive, revocable, non-transferable, non-sublicensable basis, solely for the purpose of Customer providing the Customer Services to its End Users.
- 2.2. To access and use Solution, Customer must have a user account associated with a valid email address and a valid form of payment. Customer shall be responsible for the information it provides to create the account, the security of its log-in credentials for the account, and all activities that occur under its account (regardless of whether such activities are undertaken or authorized by Customer). Customer must promptly notify Company about any possible misuse of Customer’s account or authentication credentials or any Security Incident related to Solution.
- 2.3. Company shall have the right to Process any Customer Data that it has access to (including transfer of any such Customer Data to third parties for Processing) for the provision, development and maintenance of Solution under this Customer Agreement and in accordance with the Data Processing Agreement (to the extent any Personal Data is Processed by Company).

3. Modifications

- 3.1. Modifications to Solution. Company may release Updates to Solution from time to time, which may add, suspend, substitute, replace, remove or discontinue any component, feature or function of Solution without any liability towards Customer and/or any End Users. Such Updates shall form part of Solution and be subject to this Customer Agreement (including any additional Solution Specific Terms, if applicable).
- 3.2. Modifications to Agreement. Company reserves the right to alter, modify, add to or otherwise vary this Customer Agreement at any time. Company will notify Customer of such

changes by commercially reasonable means, including by sending emails to Customer or posting revised Customer Agreement on the applicable webpage. Customer shall be bound by this Customer Agreement so amended, and such other terms as may be incorporated by reference, if Customer continues to download, install, access and/or use Solution after such notice.

4. Customer Requirements

4.1. Customers must:

- (a) comply with all Relevant Laws (including all Relevant Privacy Laws), Documentation, security procedures, technical standards, system and data security requirements, directions, policies and rules, as notified by Company from time to time;
- (b) take appropriate security, protection and back-up action in accordance with the requirements specified in the Documentation and are otherwise suitable for the purposes of accessing Solution (including preventing a Security Incident, and applying any appropriate encryption over any Transferred Personal Data) and providing Customer Services. At Company's request, provide Company with information about its security procedures and other measures in Customer Systems that are sufficient to demonstrate to Company the adequacy of those procedures and measures;
- (c) use commercially reasonable efforts to prevent and terminate unauthorized access to and use of Solution or Customer Services, as applicable; and shall prevent a Security Incident or unauthorised or unlawful use, destruction, alteration or loss of data, information or software contained therein;
- (d) only use an API or SDK specified and permitted by Company to access and use Solution; and ensure that it does not make any API calls that would affect or otherwise create a deficiency in the operation of Solution;
- (e) in a timely manner, cooperate with Company, Reseller (if applicable) and/or any person designated by Company, and provide information, data, equipment, systems, materials and data interfaces and all other resources as reasonably necessary for Company to properly deliver Solution and perform its obligations under this Customer Agreement or Reseller Agreement (if applicable);
- (f) obtain all relevant Regulatory Approvals and all third party consents (including Relevant Data Consents), and determine any restrictions applicable to its use of Solution or provision of Customer Services under the Relevant Laws;
- (g) promptly notify Reseller (if applicable) and Company in writing if it becomes aware of any complaint or investigation under, or relating to, any Relevant Privacy Laws or Relevant Data Consents, to the extent permitted by such Relevant Laws, or any circumstances that may lead to any such complaint or investigation; and act promptly in the resolution of any such complaint, investigation or circumstances;
- (h) take all such steps as Reseller (if applicable) or Company reasonably requires to facilitate Reseller's and Company's compliance with any of the Relevant Privacy Laws or Relevant Data Consents that apply to the Customer Services;
- (i) promptly notify Reseller (if applicable) and Company in writing if it becomes aware of any changes to a Relevant Privacy Law that may cause the Customer Services, Customer's business, or the Processing of Data by, operations of, or conduct of, Customer relating to the Customer Terms (if applicable), to breach such Relevant Privacy Law;
- (j) back up Data in accordance with good information technology practices, Relevant Laws and Relevant Data Consents;
- (k) procure that any of its Affiliates, its Authorised Personnel and End Users comply with all Relevant Laws, and be responsible for the acts and omissions of all its Authorised Personnel, Affiliates or End Users as if they were the acts and omissions of Customer;

- (l) ensure that it implements reasonable security measures (including but not limited to adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorisation, back-up and virus detection and eradication) to ensure that no unauthorised person may access or use Solution;
- (m) ensure that the services provided by and activities undertaken by Customer do not constitute regulated services or regulated activities under any Relevant Laws of any relevant jurisdiction (including Singapore and the jurisdiction in which Customer or any End User resides), or where such services and/or activities are regulated services and/or regulated activities (as the case may be), all consents, licences, approvals or authorisations of, exemptions by, registrations with, notifications to or declarations by, any governmental or other authority, and exemptions under Relevant Laws, statutes and regulations, required by Customer for the provision of any services or the undertaking any activities have been obtained, made or invoked (as the case may be), are (and, for the term of this Customer Agreement, will continue to be) valid and subsisting and will not be contravened by the execution or performance of this Customer Agreement;
- (n) conduct screening checks on its Affiliates, Authorised Personnel and/or End Users (as the case may be), to ensure that they are not designated as a Sanctioned Person or located, incorporated or ordinarily resident in any country that is the subject of sanctions, or that they intend to or are likely to use Solution for any Prohibited Activities;
- (o) ensure that neither itself, nor any of its Affiliates, its Authorised Personnel and End Users is a Military End User pursuant to EAR § 744.17 (or the equivalent laws of other countries and jurisdictions in the Territory);
- (p) ensure that in the event Customer makes any payment in the form of Stablecoins to Company pursuant to this Customer Agreement, (i) Customer's making of payment will not conflict with or violate in any manner any Relevant Laws imposed on Customer or Company; (ii) Customer had, prior to the possession of the aforementioned Stablecoins, conducted AML/CFT checks on the persons from whom Customer had received such Stablecoins, origin and transfer history of the Stablecoins, and had verified and will continue to verify that such person (1) is not subject to any sanctions, including sanctions imposed under any Relevant Laws; (2) is not located, incorporated, or ordinarily resident in any country that is the subject of such sanctions; and (3) is not the subject of investigations or prosecution of a criminal offence involving theft, dishonesty, breach of trust, money laundering, the financing of terrorism, the proliferation of weapons of mass destruction, the illegal manufacture, sale, distribution of or trafficking in controlled substances, or substantially equivalent activity in a domestic, military, or foreign court; and (iii) such Stablecoins are not subject to any existing or potential court orders imposed by any court in any jurisdiction (including without limitation, freezing orders and proprietary injunctions), nor is Customer aware of any reason why such Stablecoins may potentially be subject to such court orders;
- (q) ensure that it legitimately obtained all funds and/or Stablecoins (as the case may be) which it transfers to Company, including those designated as the applicable fees and Charges for use of Solution and such funds and/or Stablecoins are not proceeds of crime; and
- (r) ensure that it has full legal rights and authorisation to transfer such funds and/or Stablecoins.

5. Customer Restrictions

- 5.1.** Customer must not, unless expressly permitted by Company or Reseller (if applicable) in writing:
- (a) incorporate or grant any other person the right to incorporate Solution into another product to form a new product;
 - (b) lease, loan, resell, transfer, sublicense or otherwise make available Solution or Documentation, other than to its Affiliates, Authorised Personnel and End Users as permitted in writing;
 - (c) modify, port, translate, adapt, alter, frame or create derivative works based on Solution or Documentation;
 - (d) make or attempt to copy (except for installation and backup of Solution as permitted in writing and according to the applicable Documentation), modify, translate, disassemble, decompile, recreate, reverse engineer Solution or any source code, object code, software programs, processes, algorithms, methods, techniques, data, or information embodied in Solution, the relevant portal or platform, or the Documentation, or any part, feature, function, API, SDK or user interface thereof, or extract ideas, algorithms, procedures, workflows or hierarchies from Solution, the relevant portal or platform, or the Documentation or otherwise use Solution for the purpose of creating any other product or service;
 - (e) change or remove any IP Rights and authorship notices from Solution or Documentation;
 - (f) access or use or attempt to access or use Solution in any way that causes, or may cause, damage to Solution or other Company Systems or impairment of the availability or accessibility of Solution or other Company Systems;
 - (g) breach, tamper with, compromise or circumvent any security measures included in Company System, and data security requirements, policies and/or rules notified by Company from time to time;
 - (h) share, distribute or publish log-in credentials assigned to it except as permitted by Reseller and/or Company (as the case may be);
 - (i) knowingly do or permit anything to be done which could infringe, invalidate, cancel, harm, challenge, deny, question or contest Company IP;
 - (j) allow any Company IP to become the subject matter of any charge, lien or encumbrance;
 - (k) publish or disclose any results of benchmark tests run on any Solution;
 - (l) disclose, provide or otherwise make available trade secrets in connection with Company IP in any form to any third party;
 - (m) use Solution to transmit any content, data or information that is unlawful, defamatory, obscene, invasive of another's privacy or otherwise objectionable;
 - (n) permit access to or use of Solution, in violation of any Relevant Laws; or
 - (o) permit access to or use of Solution to exploit for Military End Use or to be resold or transferred to any Military End User.
- 5.2.** Customer acknowledges and agrees that Company may implement and maintain appropriate technology or software technical, organizational, and physical measures including data loss prevention software, to monitor, analyse and facilitate Customer's usage of and access to Solution, as well as to ensure information security of Customer's Systems.

6. End Users

- 6.1.** Customer shall be responsible for the acts and omissions of End Users in access to and use of Solution, and for their compliance with Customer's obligations under this Customer Agreement. If Customer becomes aware of any violation of its obligations under this Customer Agreement caused by an End User, Customer shall immediately suspend or terminate access by such End User and immediately notify Company with necessary details. Company will not provide any support or services to End Users unless otherwise agreed by Company in writing.

7. IP Rights and Data Rights

7.1. IP ownership.

- (a) Customer acknowledges and agrees that (i) any and all Company IP is and shall remain owned by Company and/or its licensors (as applicable), (ii) Company owns and shall retain, or licenses and shall retain its rights under licenses for, all Company IP, and (iii) Solution contains, embodies and is based on patented or patentable inventions, trade secrets, copyrights and other IP Rights owned by Company and/or its licensors (as applicable).
- (b) Customer's rights with respect to Solution are limited to those granted pursuant to the terms and conditions in this Customer Agreement. All rights in Company IP not expressly granted to Customer under the Customer Terms (if applicable) and this Customer Agreement are reserved by Company. Nothing in the Customer Terms (if applicable) or this Customer Agreement transfers from Company any proprietary right or interest in any Company IP.

- 7.2. IP infringement.** Customer must: (i) promptly notify Company and Reseller (if applicable) in writing of any actual, attempted, threatened or suspected infringement of any of Company IP; and (ii) at the request and expense of Company, provide all reasonable assistance as Company may require in conducting enforcement proceedings or defending proceedings in respect of Company IP.

- 7.3. Customer Data.** Customer authorizes Company during the Term, on a non-exclusive, worldwide, royalty-free basis, to Process any Customer Data that it has access to (including transfer of any such Customer Data to third parties for Processing) for the purpose of facilitating Company to provide Solution. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and IP Rights to use all Customer Data. Company reserves the right to withhold, remove and/or discard Customer Data without notice for any breach by Customer of this Customer Agreement including, without limitation, non-payment.

- 7.4. Derived Data.** Company shall be the sole and exclusive owner of all rights, title and interest (including associated IP Rights) in and to any Derived Data that Company has generated, collected, developed and/or compiled based on any Data or information it has become aware of, directly or indirectly with respect to or in connection with Customer in its provision of Solution.

- 7.5. Other restrictions.** Customer shall not, directly or indirectly: (i) make any copies of any Company IP, or any part thereof, for any purpose other than expressly permitted under this Customer Agreement or otherwise agreed in writing between the Parties; (ii) modify, port, translate, adapt, alter, frame or create derivative works based on Solution; (iii) use Solution for the benefit of any third parties or in any way other than what is expressly permitted in this Customer Agreement; (iv) create internet links to Solution, or frame or mirror the web page(s) from which Solution is accessed; (v) remove, alter or obscure any proprietary notice, labels or marks on any web pages(s) or platforms from which Solution is accessed; or (vi) disable or circumvent any access control or related process or procedure established with respect to Solution.

8. Customer Regulatory Requirements

- 8.1. Customer agrees that it is solely responsible for: (i) determining whether or not Relevant Laws impose any restrictions or requirements on any of its activities in connection with this Customer Agreement and the Customer Terms (if applicable), Customer Services or any Solution; (ii) determining what Regulatory Approvals are required for Customer to use any Solution (if applicable); and (iii) as applicable, obtain from the appropriate government agencies all applicable Regulatory Approvals.

9. Third Party Applications and Materials

- 9.1. Company may facilitate, permit or require access to and/or use of third-party services, websites, software, products or programmes (including via integrated development environments, or other applications operated or maintained by or originating from third parties) in order to provide the Solution to Customer (for example, as of the date hereof, the Solution can provide Customer with the optional functionality to generate additional information, reports, analyses, and other Third Party Materials (defined below) via generative artificial intelligence technologies such as ChatGPT) (collectively, “**Third Party Applications**”). In addition, Company, its Affiliates or designated third party by Company may provide access to websites, articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other materials maintained by or originating from third parties (“**Third Party Materials**”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, Customer agrees and acknowledges that Company may, and Customer hereby authorises Company to, use and disclose Customer Data to any providers of any Third Party Applications, and to access, route and transmit to Customer the applicable Third Party Materials.
- 9.2. Company neither controls, endorses nor makes any warranties in respect of, nor is Company responsible for, any Third Party Materials or Third Party Applications, including the accuracy, appropriateness, availability, completeness, integrity, quality, legality, usefulness or safety of Third Party Materials or Third Party Applications, or any intellectual property rights therein. Certain Third Party Materials or Third Party Applications may, among other things, be inaccurate, misleading or deceptive. Nothing in this Customer Agreement will be deemed to be a representation or warranty by Company with respect to any Third Party Materials or Third Party Applications. Company has no obligation to monitor Third Party Materials or Third Party Applications, and Company may block or disable access to any Third Party Materials (in whole or part) through the Solution at any time or disable access and/or use of the Solution through any Third Party Applications at any time in Company’s sole discretion. In addition, the availability of any Third Party Materials through the Solution or the accessibility of the Solution through any Third Party Applications does not imply Company’s endorsement of, or Company’s affiliation with, any provider of such Third Party Materials or Third Party Applications, nor does such availability create any legal relationship between Customer and any such provider.
- 9.3. Customer’s use of Third Party Materials and/or Third Party Applications is at Customer’s own risk and is subject to additional terms, conditions and policies applicable to such Third Party Materials and/or Third Party Applications (such as terms of service or privacy policies of the providers of such Third Party Materials and/or Third Party Applications). Without limiting the foregoing, Company highlights that the Solution may include software operated by third parties, including both proprietary and open source software, which may be subject to additional terms, conditions and limitations imposed by the relevant third party licensors (“**Third Party Software Terms**”). Any Third Party Software Terms applicable to Customer due to Customer’s use of the Solution will be included or referenced in the documentation Company may provide Customer in connection with the Solution, but other Third Party Software Terms (which Company will not provide Customer with, and which Company is not party to and is not bound by) may apply to Customer in situations where Customer accesses or uses the Solution through Third Party Applications. Customer must comply with the applicable Third Party Software Terms and, if any Third Party Software Terms

conflict with this Customer Agreement with respect to any third party software, then the Third Party Software Terms will control (and will resolve any conflict or inconsistency) with respect to such third party software. Notwithstanding the foregoing, or any other provision of this Customer Agreement, this Customer Agreement controls (to the extent of any conflict or inconsistency) with respect to the Solution itself.

- 9.4. Company is, under no circumstances, a party to any underlying contract between Customer and any third party arising from, or in connection with, any instruction provided by Customer or Company's provision of the Solution to Customer.

10. Warranty

- 10.1. Solution is provided "as is". Except to the extent prohibited by Relevant Laws, or to the extent any statutory rights apply that cannot be excluded, limited or waived, Company, its Affiliates and its Licensors disclaim any and all representations and warranties of any kind, whether express, implied, statutory or otherwise, and shall not have any liability (whether in contract, tort, under statute or indemnities or otherwise, including negligence or fundamental breach) with respect to: (i) merchantability, fitness for purpose, non-infringement, satisfactory quality, accuracy, quality, completeness, timeliness, responsiveness, productivity, sufficiency or suitability of any Solution and relevant services, or any other matter pertaining to this Customer Agreement; (ii) Customer's use of Solution for whatever purpose or whether any such use would comply with the regulatory requirements under the Relevant Laws or required by the government agency; (iii) reviewing the Customer Data for accuracy; (iv) any third party products or services; or (v) any application of results obtained from the use of Solution or for unintended or unforeseen results obtained in the use of Solution.
- 10.2. Customer acknowledges and agrees that Solution, and the access to and use thereof, may be subject to limitations, delays and other problems not in Company's control (including such limitations, delays and other problems of or attributable to the data source) and inherent in the use of the Internet and electronic communications, and that Company shall not be held responsible for delays, delivery failures or other damage resulting from such limitations.
- 10.3. Customer acknowledges and agrees that Solution is designed to be a tool to assist Customer in the provision of the Customer Services, and that Company makes no warranties nor shall Company have any liability that Solution shall meet all of Customer's requirements, or that the use of Solution shall be uninterrupted, error free or free from security defects or harmful components, or that any Data will not be lost or corrupted.

11. Liability; Indemnification

- 11.1. TO THE MAXIMUM EXTENT PERMITTED UNDER RELEVANT LAWS, UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, LOSS OF PROFITS, SAVINGS, REVENUE, DATA, BUSINESS, OPPORTUNITY, REPUTATION OR GOODWILL, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF WHATEVER NATURE FOR ANY MATTER RELATING TO SOLUTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING UNDER ANY INDEMNITY), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), UNDER ANY STATUTE OR OTHERWISE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL HAVE NO LIABILITY UNDER ANY PROVISION OF THIS CUSTOMER AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE, BREACH, OR ON ANY OTHER BASIS, WITH RESPECT TO ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT OR OTHER MATTER TO THE EXTENT ATTRIBUTABLE TO ANY UNAUTHORISED OR IMPROPER USE BY CUSTOMER OR THE END USERS OF SOLUTION OR ANY BREACH OF THIS CUSTOMER AGREEMENT BY CUSTOMER.

- 11.2.** NOTWITHSTANDING THE FOREGOING, IF COMPANY IS FOUND LIABLE DIRECTLY TO CUSTOMER FOR ANY DAMAGES, ITS TOTAL LIABILITY ON THE BASIS OF CONTRACT (INCLUDING UNDER ANY INDEMNITY), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), UNDER ANY STATUTE OR OTHERWISE RELATED TO, IN CONNECTION WITH AND ARISING FROM ITS PROVISION OF SOLUTION SHALL NOT EXCEED THE AMOUNT EQUAL TO THE LOWER OF (A) USD 500,000 OR (B) FEES PAID BY CUSTOMER FOR ACCESS TO AND USE OF SOLUTION IN THE PRECEDING SIX (6) MONTHS PRIOR TO THE MONTH IN WHICH THE RELEVANT CLAIM IS FIRST MADE GIVING RISE TO LIABILITY; EXCEPT THAT, FOR SOLUTION PROVIDED FREE OF CHARGE, COMPANY'S LIABILITY IS LIMITED TO DIRECT DAMAGES UP TO USD 10. THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION WILL NOT ENLARGE THE FOREGOING LIMIT.
- 11.3.** Customer acknowledges that Solution is hosted on a third-party cloud hosting environment, and that Company shall not be responsible for any Losses Customer, or its End Users, may suffer or incur in connection with the use of that cloud hosting environment.
- 11.4.** Customer agrees to indemnify, defend and hold harmless Company and its relevant Affiliates against all Losses arising from:
- (a) Customer's use of Solution, including provision of the Customer Services to End Users and any other services incorporating Solution;
 - (b) the acts or omissions of Customer and its End Users, Affiliates, Authorised Personnel, and Representatives, or any claims by End Users in relation to the Customer Services and any other services incorporating Solution;
 - (c) any Security Incident of the Customer Systems or breach of any Relevant Laws;
 - (d) any third party claim that the following constitutes an infringement of any IP Rights of such third party: (i) Customer or its Affiliates' or Representatives' unauthorised use of Company IP or any use of any Company IP not in accordance with the terms of this Customer Agreement, or (ii) Customer's unauthorised use of Solution or its provision of any Customer Service; and/or
 - (e) any breach of its obligations under this Customer Agreement (which includes any schedules or addendums attached, referenced or incorporated herein, such as the applicable Solution Specific Terms, Order Forms, Data Processing Agreement, and Customer Terms (if applicable)).

12. Suspension and Downtime

- 12.1.** Company may suspend the provision of Solution if:

- (a) (i) Company reasonably believes that (A) suspension is needed to protect Solution, Company Systems supporting the Solution, or any other customer of Solution (or their end users), (B) there is unauthorized access to Solution by Customer or any End Users; or (c) suspension is required to comply with Relevant Laws; (ii) any amount due to be paid by Customer is overdue; or (iii) Customer has breached any term of this Customer Agreement (including its schedules such as the Solution Specific Terms); and
- (b) Company or Reseller (if applicable) has given Customer prior written notice of its intention to suspend access to or use of Solution,

in which event such action shall not give rise to any cause of breach of contract or other liability against Company.

- 12.2.** If Company determines that any of Customer or Customer's Representatives have attempted to breach or circumvent, or have breached or circumvented, Company's security policy, Company may direct Customer to immediately terminate such Representative's

access to Solution, Company Systems and / or any data contained in Company Systems (provided that, Company may terminate such access on its own if Customer fails to act upon Company's direction).

12.3. Customer acknowledges that Solution may be unavailable from time to time. Unavailability of Solution caused directly or indirectly by any of the following shall not be considered a breach by Company of this Customer Agreement (including its schedules such as the Solution Specific Terms):

- (a) any problem, event or delay that is outside the reasonable control of Company (including, without limitation, a Force Majeure Event, any failure or outage of any public chain or cloud service that Solution depends on, and any event that is attributable to a third party data centre that is not hosted by Company);
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of Customer's computer systems or networks;
- (d) a fault or failure of devices used by End User's for accessing Solution;
- (e) any breach by Customer of the Solution Specific Terms or this Customer Agreement; or
- (f) scheduled, urgent or emergency maintenance, Updates carried out in accordance with this Customer Agreement or the Solution Specific Terms.

13. Charges and Payment

13.1. Charges. Unless otherwise stated in the Order Form, Charges will be calculated and billed monthly. Customer acknowledges that the amount billed each month may vary depending on the volume of Customer's usage of Solution. Company may bill Customer more frequently for fees accrued in Company's discretion, including if Company suspects that Customer's account may be fraudulent or at risk of non-payment. Except as otherwise expressly provided herein, all fees and Charges paid to Company are non-refundable.

If Customer purchases a resource package that includes a designated number of transactions for a specific Solution module, the transactions must be utilized within a predetermined timeframe and any unused transactions will be forfeited with no refund. In the event that all transactions are used up, Customer shall purchase an additional resource package.

13.2. Billing. After Customer sets up its payment method, Company will issue invoice and billing details for the previous month at the beginning of each month, which will be no later than the tenth (10th) day of each month. Company may invoice more frequently for Charges accrued if Company reasonably suspects that Customer is at risk of non-payment, or Customer's account is potentially fraudulent.

13.3. Payment. Customer will pay Company the applicable fees and Charges for use of Solution using one of the payment methods Company supports. Customer shall make payment in full within thirty (30) calendar days of the invoice issuance date. All amounts payable by Customer under this Customer Agreement will be paid to Company without setoff or counterclaim, and without any deduction or withholding (except on the terms of **Clause 13.8**).

13.4. Change of Fees. Company may increase or add new fees and Charges for Solution that Customer is using by giving Customer at least thirty (30) calendar days' prior notice. In the event that Company changes the pricing for Solution, the fees payable by Customer will increase or decrease in accordance with any such changes upon the date specified in the notice.

13.5. Taxes. Unless otherwise expressly specified in this Customer Agreement, all amounts due and payable by Customer to Company under this Customer Agreement or the Order Forms are exclusive of any taxes or duties imposed by Relevant Laws. Customer shall be

responsible for the payment of all such taxes (including goods and services tax or other similar tax, withholding tax and indirect tax), levies, and assessments imposed upon Customer or Company arising from or in connection with this Customer Agreement. Customer shall make all payments to Company free and clear of, and without reduction for, any withholding or other taxes. Any such taxes imposed on payments to Company shall be Customer's sole responsibility, and Customer shall gross up the withholding tax to the relevant payment, ensuring that the net amount actually received by Company (free and clear of withholding tax, whether assessed against Customer or Company) shall be equal to the full amount Company would have received as if no such deduction required. Customer shall also provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as Company may reasonably request, to establish that such taxes have been paid.

- 13.6. Reimbursements.** Customer will reimburse Company for reasonable expenses related to providing Solution, such as the transaction fees charged by banks in the process of Customer's payment to Company.
- 13.7. Late Payments.** If Customer does not pay an invoice by the due date, a late payment fee shall be applied to any such outstanding amount. Without prejudice to Company's right to termination pursuant to this Customer Agreement, Company may elect to charge Customer interest at the rate of one point five percent (1.5%) per month (or the highest rate permitted by Relevant Laws, if less) on all late payments.
- 13.8. Purchase through Resellers.** Notwithstanding the provisions herein, if Customer purchases Solution through any Reseller, the payment terms between Customer and Reseller shall apply.

14. Term and Termination

- 14.1.** This Customer Agreement shall commence on the Effective Date and will remain in effect until terminated in accordance with this Customer Agreement or applicable Order Form(s) ("**Term**"). If there is no Order Form currently in effect, either Party may terminate this Customer Agreement upon written notice to the other Party. Each Order Form will terminate upon expiry of the term under each applicable Order Form, unless expressly stated otherwise therein or in this Customer Agreement.
- 14.2. Termination for Cause by Company.** Without prejudice to any other rights that Company may have under the Customer Terms (if applicable) as a third-party beneficiary, Company shall have the right to terminate this Customer Agreement (including all related Order Forms) or suspend Customer's access to and use of Solution immediately by notice, and terminate or suspend all licences granted to Customer immediately by notice, without any liability to Customer if:
- (a) Customer (including its Authorised Personnel, End Users, Affiliates or Representatives) had used or is using Solution outside the scope of this Customer Agreement (including applicable Solution Specific Terms as incorporated herein), relevant Order Form(s) or the Customer Terms (if applicable);
 - (b) Customer (including its Authorised Personnel, End Users, Affiliates or Representatives) is or had been otherwise in material breach of Relevant Laws (including Relevant Laws or regulations about Personal Data, data privacy, anti-money laundering, sanctions, export or import control prohibitions in relation to technology (encrypted or otherwise), or is or had been otherwise in breach of this Customer Agreement and has failed to cure such breach within thirty (30) days from receipt of written notice by Company;
 - (c) Customer's payment in the form of Stablecoins to Company gives rise to AML/CFT concerns; or

- (d) a Security Incident has occurred with respect to Data that is in the possession of or under the control of Customer, or a change in law has occurred as set out in **Clause 19.5** below.

14.3. Upon the effective date of termination or expiry, Customer shall (i) immediately stop accessing and using Solution, delete the APIs and SDKs from Customer Systems, and (ii) where applicable, return to Company or, if required by Company, destroy all information concerning Solution in Customer's possession or control and provide written confirmation to Company confirming that all information has been returned or destroyed (as the case may be). Any amounts due and payable by Customer under this Customer Agreement shall continue to remain due and payable to Company in full immediately.

15. Data Privacy

15.1. If and to the extent applicable, Company agrees to comply with the obligations set out at in a separate Data Processing Agreement, with regards to the processing of Personal Data received from Customer ("**Transferred Personal Data**").

16. Confidentiality

16.1. Each Party retains all ownership rights in and to its Confidential Information. The Receiving Entity will use the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Entity for any purpose outside the scope of this Customer Agreement and (ii) except as otherwise authorized by the Disclosing Entity in writing, limit access to Confidential Information of the Disclosing Entity to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Customer Agreement.

16.2. The Receiving Entity acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Entity, the Disclosing Entity will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

17. Governing Law & Dispute Resolution

17.1. This Customer Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

17.2. Any dispute arising out of or in connection with this Customer Agreement, applicable Order Forms, Solution Specific Terms and/or Customer Terms (if applicable) and any other terms incorporated therein, including any question regarding its application, validity or termination ("**Dispute**"), shall be referred to, and exclusively and finally resolved by, arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the SIAC Arbitration Rules for the time being in force ("**Rules**"), which Rules are deemed to be incorporated by reference in this clause. The arbitral tribunal shall consist of three (3) arbitrators, of which one (1) arbitrator shall be appointed by Company, one (1) arbitrator shall be appointed by Customer and the third and presiding arbitrator shall be appointed by the first two (2) arbitrators as agreed between them or failing agreement within thirty (30) days from the appointment of the second arbitrator, by the President of SIAC in accordance with the Rules. The venue and seat of the arbitration must be Singapore, and the arbitration must be conducted in English.

17.3. Each Party acknowledges and agrees that a breach or threatened breach of this Customer Agreement by the other Party may cause irreparable harm and significant injury and that damages may not be a sufficient remedy in respect of such harm. Each Party may seek specific performance or injunctive or other relief as a remedy for any breach or threatened breach of this Customer Agreement by the other Party, in addition to other rights and remedies available at law or in equity.

18. Third Party Rights

- 18.1.** The rights and protections conferred on Company under this Customer Agreement and the terms incorporated herein, shall be in addition to the rights and protections conferred on Company under any other contracts that Company has been conferred rights and protections as a third-party beneficiary. Nothing in this Customer Agreement shall limit or otherwise affect the freedom of Company or any of its Affiliates to contract with any other parties for the provision of Solution.
- 18.2.** Customer agrees that: (i) in respect of terms in the Customer Terms (if applicable) that are intended to be for the benefit of Company, Company shall have the right to enforce directly against Customer, notwithstanding that Company is not a party to the Customer Terms (if applicable), under the Contracts (Rights of Third Parties) Act 2001; and (ii) should any dispute arise between Customer and Reseller (if applicable) under the Customer Terms (if applicable), Customer agrees to release Company from all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, foreseeable or unforeseeable, arising out of or in any way connected to such disputes.
- 18.3.** Unless stated otherwise in this **Clause 18**, the terms and provisions of this Customer Agreement are intended solely for the benefit of each Party and their respective successors and assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

19. Miscellaneous

- 19.1. Further Assurance.** Each Party shall execute documents and perform acts as the other Party may reasonably require to give full effect to the provisions of this Customer Agreement, the Order Form(s) and the transactions contemplated by them.
- 19.2. Legal Compliance.** Each Party shall comply, and procure that its Affiliates and Representatives (and in respect of Customer, its End Users) to comply, at all times with Relevant Laws and any lawful request of a government agency, and shall not at any time engage in any act or practice that would contravene any anti-bribery, anti-money laundering and counter-terrorist financing and sanctions statutes or regulations or any similar requirements under any Relevant Laws.
- 19.3. Export Compliance.** To the extent that the performance of Company and/or Customer under this Customer Agreement is subject to any governmental restrictions or Relevant Laws on exports and/or imports, disclosures of technologies to foreign persons, exports of the same and/or derivative products thereof ("**Trade Laws**"), the relevant Party shall comply, at its sole expense, with all applicable Trade Laws (including all licensing, authorization, documentation and reporting requirements), and shall each use its commercially reasonable efforts to obtain and maintain all necessary approvals for its own activities required by the applicable government agencies. Customer shall also ensure that its use of Solution is in compliance with Company's applicable export compliance policy set out in <https://a.zan.top/static/Export%20Compliance%20Policy.pdf> (as may be updated by Company from time to time).
- 19.4. Force Majeure.** Neither Party, nor its respective Affiliates or Representatives, shall be held liable for any default, delay or failure in performing its obligations under this Customer Agreement resulting directly or indirectly from a Force Majeure Event. A Party affected by a Force Majeure Event shall use all commercially reasonable efforts to remove or limit the effects of the Force Majeure Event, provide written notice to the other Party within ten (10) days after the occurrence of a Force Majeure Event, and re-commence performing the suspended obligations as soon as reasonably possible. If a Force Majeure Event (other than a change in law) continues for more than six (6) months, either Party may terminate this Customer Agreement by giving thirty (30) days' written notice to the affected Party.

- 19.5. Change in Law.** Notwithstanding **Clause 19.4**, where Company reasonably determines that compliance with this Customer Agreement would or is likely to cause Company or any of its Affiliates to violate any Relevant Law as a result of a change in law, or any change in law makes it unlawful, impossible, or impracticable for Company to continue this Customer Agreement, as it becomes known to Company, Company may immediately suspend or terminate this Customer Agreement, in part or in full, by fifteen (15) days' prior written notice to Customer.
- 19.6. Assignment.** Company is entitled to assign, transfer or novate at its sole discretion any of its rights, interest, benefits and/or obligations under this Customer Agreement (in whole or in part) without the consent of Customer, and shall provide Customer with a written notice of any such assignment, transfer or novation.
- 19.7. Publicity and Media Releases.** Customer acknowledges and agrees that neither it nor any of its Affiliates or Representatives shall, without the prior written approval of Company (which Company may withhold in its sole and absolute discretion), publicise or authorise the publication of any information or issue any public announcement or press release concerning Company, any Affiliates or Representatives of Company, the existence or the contents of any Order Form, or details of Solution provided hereunder.
- 19.8. Entire Agreement.** This Customer Agreement and any schedules or addendums attached, referenced or incorporated herein (including to the extent applicable the Order Form(s), Solution Specific Terms, Data Processing Agreement, and/or Customer Terms (as applicable)) constitute the entire agreement between the Parties with respect to the subject of this Customer Agreement. No provision of this Customer Agreement or a right created hereunder may be waived or varied except in writing, signed by the Parties to be bound.
- 19.9. Implied Waiver.** The waiver by a Party of a breach or default by the other of any provision of this Customer Agreement, or the failure on the part of either Party to exercise any right or privilege, shall not be construed as a waiver of any subsequent breach or default by the other Party, or as a waiver of any such provision, right, or privilege.
- 19.10. Notices.** Any notice or other communication in connection with this Customer Agreement shall be given in English in writing, and (i) in the case of Customer, sent to the notification email address set out in each relevant Order Form or as otherwise provided to Company or Reseller (as applicable), and (ii) in the case of Company, sent to its registered address. Customer is solely responsible for keeping its notification email address current throughout the Term.
- 19.11. Invalidity and Severability.** If any provision in this Customer Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Customer Agreement and the legality, validity and enforceability of the remainder of this Customer Agreement shall, subject to any deletion or modification made not be affected.
- 19.12. Nature of Relationship.** Nothing in this Customer Agreement shall be construed as creating an agency, joint venture, distributorship, franchise, commercial agency, fiduciary or employment relationship among or between Company and Customer, and neither Party has any right, power or authority to act or to create any obligation, express or implied, on behalf of the other.
- 19.13. Interpretation.** In this Customer Agreement, unless a contrary intention is expressed: headings are for reference only and do not affect the interpretation of the document; the singular includes the plural and the plural includes the singular; a reference to a document (including this Customer Agreement) or legislation includes all amendments or

supplements to, or replacements or novation of, that document or legislation, and in the case of legislation, all delegated legislation made under it; any reference to this Customer Agreement shall include this Customer Agreement, applicable Order Form(s), and its schedules attached hereto; a reference to a Party to any document includes that Party's successors and permitted assigns; a provision of this Customer Agreement may not be construed adversely to Company solely on the ground that Company was responsible for the preparation of this Customer Agreement or the preparation or proposal of that provision; the words "include", "including", "for example", "such as" or any form of those words or similar expressions do not limit what else is included and must be construed as if they are followed by the words "without limitation" or "but not limited to"; and a reference to "USD", "\$" or "dollars" is a reference to the lawful currency of the United States.

Schedule 1 Definitions

"Affiliate" means in relation to a party any person directly or indirectly Controlling, Controlled by, or under common Control with that party. For the purposes of this definition, **"Control," "Controlling,"** and **"Controlled"** mean having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise.

"API" means any application programming interface provided by Company (via Reseller or directly) to Customer from time to time for accessing Solution.

"Authorised Personnel" means an employee, agent, contractor, consultant, supplier or other personnel, who is authorised by Customer to use Solution for facilitating the provision of Customer Services.

"Business Day" means a day other than a Saturday, Sunday or public holiday in the Territory, the People's Republic of China, or Singapore.

"Charges" means the charges payable by Customer to Company in consideration for the use of Solution which are set out in this Customer Agreement and/or relevant Order Form(s).

"Company IP" means all IP Rights subsisting in Solution (including Updates, if any), the Documentation, and Company Systems.

"Company Systems" means the software (including any API and SDK), hardware, systems and network infrastructure used by Company and its Affiliates in their respective businesses, including equipment and networks connected to Solution.

"Confidential Information" means all information (whether oral, written or in another form) disclosed by the Disclosing Entity to the Receiving Entity, directly or indirectly, that is marked as or instructed to be confidential, or could reasonably be expected to be confidential; but does not include information which: (i) the Disclosing Entity specifies in writing is not confidential; (ii) has been duly received by the Receiving Entity from a third party which, to the knowledge of the Receiving Entity, is not subject to a confidentiality obligation to the Disclosing Entity; (iii) is or becomes part of the public domain (other than through breach of either the Customer Agreement); or (iv) was independently developed by the Receiving Entity, without reliance on any Confidential Information of the Disclosing Entity.

"Customer" means both the individual using the Solution and if applicable, the legal entity on behalf of which such individual is acting that has been approved by Company to purchase Company's Solution directly from Company or through Reseller for download, installation, access to and/or use.

"Customer Data" means any and all data entered or stored in, generated by or Processed by Customer in connection with Solution, including all Derived Data, De-Identified Data, and Data relating to End Users and Affiliates.

"Customer Service" means each product or service developed, distributed or provided by Customer (as applicable) that uses or relies on Solution.

"Customer Systems" means the software, hardware, systems and network infrastructure used by Customer to provide Customer Services, and otherwise used in its respective businesses, which for the avoidance of doubt excludes the Company Systems.

"Customer Terms" means the terms and conditions governing Customer's purchase of Company's Solution from Reseller (if applicable).

"Data" means all data (including Customer Data, Personal Data, Derived Data and De-Identified Data) which is stored, Processed or created, by or on behalf of an entity in the course of the performance of obligations under this Customer Agreement, or otherwise under or in connection with this Customer Agreement.

“De-Identified Data” means data derived from End User Personal Data to the extent that the personally identifiable information has been removed or detached, and as a result is no longer considered Personal Data under Relevant Privacy Laws.

“Derived Data” means data, in electronic or any other format, that is transformed, translated, modified, or otherwise derived from original information or data by a Party or its Affiliates. For purposes of clarity, Derived Data may be derived by transforming, translating or modifying Data, but such transformation, translation, or modification shall not affect the rights or obligations of the Parties with respect to any of the original Data.

“Disclosing Entity” means the entity disclosing Confidential Information, and includes that entity’s Representatives and Affiliates.

“Dispute” has the meaning given to that term in **Clause 17.2** of this Customer Agreement.

“Documentation” means documentation provided by provided by Company or its Affiliates to Customer or by Reseller to Customer, which describes the functions and use of Solution.

“Effective Date” is the date which is the earliest of (i) the effective date of the first applicable Order Form, (ii) when Customer first accesses or uses any Solution, or (iii) if applicable, when Customer checks a button or box confirming that Customer agrees with the terms of this Customer Agreement (e.g., “I agree to the Customer Agreement”, “Accept”, “OK” or similar).

“End User” means a natural person or legal entity permitted by Customer to use the Customer Services.

“Force Majeure Event” in relation to an entity, means an act of nature, force or cause beyond an entity’s, its Affiliates’ or Representatives’ reasonable control, including: (i) a fire, flood, elements of nature or other acts of God; (ii) pandemic or epidemic; (iii) an outbreak of escalation of hostilities, war, riots or civil disorders, or an act of terrorism; (iv) internet failures, computer, telecommunications, electrical power failures or any other equipment failures; (v) a labour dispute (whether or not employees’ demands are reasonable or within the entity’s power to satisfy); (vi) acts or omissions of a government agency prohibiting or impeding the affected entity (or its Affiliates or Representatives) from performing its obligations under this Customer Agreement, including orders of domestic or foreign courts or tribunals, governmental restrictions, sanctions, or change in law; and (vii) the non-performance by a third party for any similar cause beyond the reasonable control of the entity.

“IP Rights” means any of the following rights in any jurisdiction anywhere in the world: (i) all patents and patent disclosures, utility model, design patents and rights in inventions; (ii) trademarks, service marks, logos, tradenames, trade dress and domain names, together with all goodwill associated therewith; (iii) copyrights, copyrightable rights, moral rights and database rights; (iv) rights in know-how, confidential information, trade secrets, and proprietary rights and processes; and (v) all other intellectual property rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in any of the foregoing items (i) to (iv), subject matter of any of the foregoing, tangible embodiments of any of the foregoing, in each case, whether unregistered or registered (including all applications, rights to apply and rights to claim priority), including all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations, renewals and extensions thereof, as applicable.

“Loss” means all claims, judgments, awards, damages, losses, liabilities or costs of any kind and however arising, including legal costs (on a full indemnity basis), penalties, fines and interest.

“Military End Use” or **“Military End User”** has the meaning defined under § 744.17 and § 744.21 of the Export Administration Regulations (“**EAR**”) (or the equivalent laws of other countries and jurisdictions in the Territory).

“Person” includes any natural person, individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality).

“Personal Data” means: (i) information, whether true or not, about an individual who can be identified from that piece of data or from other data to which the data recipient has or is likely to have access; or (ii) considered to be personal data, personal information, personally identifiable information or equivalent under Relevant Privacy Laws.

“Process” (including its correlative meanings, **“Processing”** and **“Processed”**) means: (i) the receipt, access, acquisition, collection, compilation, use, modification, storage, processing, safeguarding, security, disposal, destruction, disclosure, or transfer of Data; or (ii) such other activities that may be considered to be processing of Data under Relevant Laws.

“Prohibited Activities” means activities that may disrupt international peace and security, including: (i) the design, development, production, handling, operation, maintenance, storage, detection, identification, dissemination or use of weapons of mass destruction, including nuclear, chemical or biological weapons; (ii) the development, production, maintenance or storage of missiles which are capable of delivering any such weapon; (iii) the transportation of any such or similar weapons; or (iv) the involvement in any military activities.

“Receiving Entity” means the entity receiving the Confidential Information, including its Representatives and Affiliates.

“Regulatory Approvals” means all permits, certificates, certifications, approvals, registrations, authorizations, and licenses which are required now or in the future for Customer and its Affiliates to use Solution in accordance with this Customer Agreement and Relevant Laws, and to meet its obligations under this Customer Agreement including where applicable the provision by Customer of the Customer Services.

“Relevant Data Consents” means consents or permissions given by End Users in relation to the Processing of their Personal Data.

“Relevant Laws” means any applicable law, statute, rule, regulation, directive, treaty, judgement, order, guidelines, decree, interpretation, permit, injunction or decision (including those relating to anti-money laundering and countering the financing of terrorism (**“AML/CFT”**) such as the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992, the Terrorism (Suppression of Financing) Act 2002, the official notice issued by the Monetary Authority of Singapore and sanctions imposed by the United Nations), of any government agency, whether or not of the Territory, and in each case, as amended from time to time.

“Relevant Privacy Laws” means Relevant Laws relating to privacy and data protection, including those relating to the Processing of Data and other information.

“Representative” of a Person means an officer, director, employee, agent, auditor, adviser, consultant, joint venturer, contractor or sub-contractor of the Person or of an Affiliate of that Person, or any other Person solely when acting at the direction of or on behalf of that Person in connection with the performance of that Person’s obligations under this Customer Agreement and/or use of Solution.

“Reseller” means the authorised reseller of Company that enters into the Customer Terms with Customer in relation to Customer’s use and access of Solution.

“Reseller Agreement” means the agreement entered into by Company and Reseller (if applicable) which sets out the terms and conditions governing Reseller’s promotion and resale of Company’s Solution to Customer.

“Rules” has the meaning given to it in **Clause 17** of this Customer Agreement.

“Sanctioned Person” means (i) a Person who appears on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of the Treasury, the Office of Foreign Assets Control, or any other list of Persons with whom dealings are restricted or prohibited by the laws of the Republic of Singapore, the United States, the People’s Republic of China, the United Kingdom, the European Union, or the United Nations, and any other jurisdiction which may apply to any transactions and / or dealings involving Customer to which

this Customer Agreement directly or indirectly applies to (collectively “**Relevant Jurisdictions**”), (ii) the government agency of any country against which any Relevant Jurisdiction maintains comprehensive economic sanctions or embargos, (iii) a national or resident of any country against which any Relevant Jurisdiction maintains comprehensive economic sanctions or an embargo, or (iv) a Person acting or purporting to act, directly or indirectly, on behalf of, or a Person owned or controlled by, any of the Persons listed in (i) to (iii) above.

“**SDK**” means any software code provided by Company to Customer from time to time, for incorporation by Customer into any Customer Systems to enable the relevant devices to call, invoke, redirect to, communicate with, or otherwise access Solution.

“**Security Incident**” means any actual or suspected: (i) loss or misuse of Personal Data by any means; (ii) unauthorised or unlawful Processing, sale, or rental of Personal Data, including under Relevant Laws and Relevant Data Consents; or (iii) other act or omission that compromises the privacy, security or confidentiality of Personal Data.

“**SIAC**” has the meaning given to it in **Clause 17** of this Customer Agreement.

“**Solution**” means Company’s products and services purchased by Customer directly from Company or from Resellers, as customised, modified or amended from time to time.

“**Solution Specific Terms**” means the terms and conditions between Company and Customer, governing Customer’s download, installation, access to and/or use of the relevant Solution, as amended or updated by notice in writing from Company to Customer directly or to Reseller from time to time.

“**Stablecoin**” refers to cryptocurrencies listed as stablecoins on the relevant order form as may be updated from time to time.

“**Term**” has the meaning given to that term in **Clause 14.1** of this Customer Agreement.

“**Territory**” means the territory within which, Company has approved, for Customer to purchase (from Company or Reseller, if any) and thereafter, download, install, access to and/or use of any of Solution.

“**Trade Laws**” has the meaning given to that term in **Clause 19.3** of this Customer Agreement.

“**Transferred Personal Data**” has the meaning given to it in **Clause 15** of this Customer Agreement.

“**Updates**” means modifications to Solution provided by Company from time to time.

Data Processing Agreement

This Data Processing Agreement (“**DPA**”) is incorporated into and forms an integral part of the Customer Agreement (the “**Customer Agreement**”) entered into by and between Company and Customer, both as defined in the Customer Agreement.

In the event of any conflict or inconsistency between the terms of this DPA and any terms or conditions of the Customer Agreement, the terms of this DPA shall prevail.

1 Definitions

- 1.1** “**Controller**” means an organisation which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- 1.2** “**Data Subject**” means a natural person who can be identified, whether directly or indirectly, including by reference to an identification number or to one or more identifiers specific to his physical, physiological, mental, economic, cultural or social identity.
- 1.3** “**Processor**” means an organisation which Processes Personal Data on behalf of another organisation but does not include an employee of that other organisation.
- 1.4** All capitalized terms not defined in this DPA shall have the meaning set forth in the Customer Agreement.

2 Scope and Roles

- 2.1** This DPA applies when Company Processes any Transferred Personal Data.
- 2.2** Customer agrees and acknowledges that any Processing of any Transferred Personal Data by Company or its Affiliates, is carried out by them as data intermediaries, data processors or other similar designation under Relevant Privacy Laws, of Customer, on behalf of Customer and for the purposes of Customer.
- 2.3** Customer may be either a Controller or a Processor.

3 Customer Obligations

- 3.1** Customer represents and warrants to Company that it has the legal right under all Relevant Laws and has taken the proper steps to ensure that Company and/or its Affiliates are able to lawfully Process the Transferred Personal Data pursuant to the Customer Agreement and this DPA, including providing all required notices or statements to Data Subjects of the Transferred Personal Data, obtaining all required Relevant Data Consents from Data Subjects of the Transferred Personal Data, and obtaining or completing all required approvals, registrations, filings or other governmental procedures.
- 3.2** Customer must:
 - 3.2.1** promptly notify Company in writing of any complaint or investigation under, or relating to, any Relevant Privacy Laws or Relevant Data Consents concerning the Customer’s use of Solution or concerning the Transferred Personal Data or any circumstances that may lead to any such complaint or investigation;
 - 3.2.2** act promptly in the resolution of any such complaint, investigation or circumstances;
 - 3.2.3** not do, or omit to do, anything which would put Company in breach of Relevant Privacy Laws or Relevant Data Consents;
 - 3.2.4** take all such steps as Company reasonably requires of it to facilitate Company’s compliance with any of the Relevant Privacy Laws or Relevant Data Consents that apply to Company, including any Relevant Privacy Laws obliging Company to obtain Relevant Data Consents or to store a copy of Transferred Personal Data within the Territory (including in the circumstance of assignment of Company’s rights under the Customer Agreement);

- 3.2.5** comply with Company's security requirements regarding the dedicated or direct interconnection between its systems, platforms or devices and Customer's operating environment, as specified in the Customer Agreement;
 - 3.2.6** promptly notify Company in writing if it becomes aware of any changes to a Relevant Privacy Law that may cause the Customer Services, the Processing of Transferred Personal Data or any other activities of Company relating to the Customer Agreement, to breach such Relevant Privacy Law; and
 - 3.2.7** Company may audit or require a copy of an internal or external audit performed in respect of Customer's compliance with this **Clause 3** from time to time.
- 3.3** Customer agrees that Company is not and will not be responsible for the Processing of Personal Data other than Company's Processing of Transferred Personal Data in accordance with the Customer Agreement and this DPA. Customer is solely responsible for the development, content, operation, maintenance, and Processing of Personal Data in connection with the Customer Services or the Customer Agreement, including:
 - 3.3.1** ensuring that the Processing of Transferred Personal Data, including by Company, and/or its Affiliates, complies with the Relevant Privacy Laws, Relevant Data Consents, and other notices or disclosures provided or made;
 - 3.3.2** any claims relating to or Losses arising from the Processing of Personal Data or a Security Incident;
 - 3.3.3** properly handling and processing notices sent to Customer by any Person claiming that Transferred Personal Data (or any actions in relation to it, including actions consistent with the terms of the Customer Agreement) is in breach of Relevant Privacy Laws or violates such Person's rights;
 - 3.3.4** responding to any request which Customer may receive from any End User seeking to exercise the rights over his/her Personal Data that he/she may be entitled to in accordance with the Relevant Privacy Laws; and
 - 3.3.5** taking its own steps to maintain appropriate security, protection and backup of Transferred Personal Data, which may include the use of encryption technology to protect Transferred Personal Data from unauthorised access and appropriate archiving of Transferred Personal Data.
- 3.4** In processing transactions using the Services, Customer acknowledges and agrees that all Transferred Personal Data shall be provided in accordance with data standards developed and issued by Company. The data standards are published by Company or its Affiliates and may be varied by Company or its Affiliates from time to time with notice to Customer.
- 3.5** In relation to all Personal Data to be Processed in connection with the Customer Services, Customer must ensure that:
 - 3.5.1** all consents or approvals required under, or are otherwise necessary or useful to comply with, Relevant Privacy Laws have been obtained;
 - 3.5.2** all Relevant Data Consents that are necessary or useful for Company to provide the Customer Services to Customer and otherwise perform its other obligations under the Customer Agreement have been obtained;
 - 3.5.3** all notices and disclosures that are required under, or otherwise necessary or useful to comply with Relevant Privacy Laws and Relevant Data Consents and any notices and disclosures that Customer is required to provide to Data Subjects of Transferred Personal Data or government agencies have been provided or made, including those concerning:
 - (i) the collection of Personal Data by, and disclosure of Personal Data to, Company or its Affiliates;

- (ii) the collection and transfer of Personal Data in, by and from the Services in the course of receiving and providing the Services and Customer Services; and
 - (iii) the Processing of Transferred Personal Data by Company,

as contemplated by the Customer Agreement, including being consistent with and reflecting Company's status as described in **Clause 3.4**; and
- 3.5.4** a record of all consents (including Relevant Data Consents) or approvals in connection with this **Clause 3.5** is maintained in accordance with all Relevant Privacy Laws.
- 3.6** After Customer complies with the requirements of this **Clause 3**, if for any reason, whether under Relevant Privacy Laws or any requirement reasonably imposed by Company, Customer is required to subsequently obtain any consent or approval of such Data Subject of Personal Data or government agency for any Processing of Personal Data as set out above, Customer must inform Company and shall obtain such consent or approval before Processing such Personal Data which is the subject of such consent or approval.
- 4 Company's Processing of Data**
 - 4.1** In respect of Transferred Personal Data, Company will comply with the Relevant Privacy Laws in relation to its Processing of Transferred Personal Data.
 - 4.2** Company will only Process the Transferred Personal Data:
 - 4.2.1** as required to comply with any Relevant Laws, in which case Company shall, to the extent permitted by Relevant Laws, notify Customer as soon as reasonably practicable before complying with such law.
 - 4.3** In the event that Company becomes aware that an instruction from Customer may, in Company's reasonable opinion, infringe any Relevant Laws, Company shall promptly notify Customer, in which case Customer must withdraw and/or modify the relevant instruction.
 - 4.4** Company will implement appropriate security measures to protect Transferred Personal Data against unauthorised or accidental access, Processing, modification, copying, disposal, destruction or similar risks.
 - 4.5** Company will notify Customer as soon as reasonably practicable if Company receives any complaint, notice or communication (whether from a government agency or Data Subject or otherwise) which relates directly or indirectly to the Processing of Transferred Personal Data, or the exercise of any rights of the Data Subject in respect of Transferred Personal Data. Company will promptly notify Customer in writing after becoming aware of occurrence of a Security Incident affecting the Transferred Personal Data.
 - 4.6** Company will provide reasonable assistance, information and cooperation to Customer with respect to meeting Customer's obligations under the Relevant Privacy Laws, including in relation to:
 - 4.6.1** notifying Customer of any request received by Company from Data Subjects to exercise rights over Transferred Personal Data;
 - 4.6.2** notification by Customer of Security Incidents to government agencies or Data Subjects; and
 - 4.6.3** carrying out data protection impact assessments in relation to the Processing of such Transferred Personal Data, if required.
 - 4.7** Company will either delete or return to Customer the Transferred Personal Data upon Customer's written request, after the end of the provision of Solution, or as necessary to comply with a request by a Data Subject to exercise rights over Transferred Personal Data, save that Company may continue to retain copies of or Process the Transferred Personal Data to the extent permitted by the Relevant Privacy Laws.

5 Sub-Processing

- 5.1 Customer hereby grants a general authorisation to Company for Company to engage sub-Processors to Process Transferred Personal Data, provided that Company shall ensure that the terms on which it engages such sub-Processors comply with the Relevant Privacy Laws and are consistent with the obligations imposed on Company in this DPA.
- 5.2 To the extent required by the Relevant Privacy Laws, Company will give Customer reasonable prior notice before its engagement of sub-Processors. If within ten (10) days of Customer's receipt of such notice, Customer notifies Company in writing of any objections (on reasonable grounds associated with data protection considerations) to the proposed engagement:
- 5.2.1 Company may elect to make available a commercially reasonable change in the provision of Solution which avoids the use of that proposed sub-Processor; or
- 5.2.2 where no commercially reasonable change is made available by Company, Customer may terminate the Customer Agreement in accordance with the terms thereof or cease using the affected Solution.

In the absence of any written notice from Customer expressly objecting to the proposed engagement of sub-Processors, Customer shall be deemed to have consented to such engagement.

6 Location of Processing and Cross-Border Transfers

- 6.1 Customer acknowledges and consents that Transferred Personal Data may be Processed and stored on location(s) other than where Company is incorporated. The location(s) where Transferred Personal Data are Processed and stored shall be agreed by the Parties depending on the Solution.
- 6.2 Customer further consents that, with respect to use of certain Solution involving the Identity services, Transferred Personal Data may be transferred to the mainland of the People's Republic of China for Processing for the purpose of verifying the End User's identity on public security database, and the verification results will be stored on servers located within the mainland of the People's Republic of China and be provided to Customer. The Parties agree and acknowledge that transferring verification results outside of mainland China shall only be conducted in accordance with the Relevant Laws and cooperate to enter into supplemental agreements from time to time as may be required by any change in the Relevant Laws.
- 6.3 The Parties agree to execute standard contractual clauses or any other document of similar nature as may be required by the Relevant Privacy Laws from time to time with respect to cross-border transfers of Transferred Personal Data.
- 6.4 For any transfer by Customer of Transferred Personal Data from (i) the European Economic Area and Switzerland and/or (ii) the United Kingdom (collectively, "**Restricted Counties**") to Company in a country or region which does not ensure an adequate level of protection (within the meaning of and to the extent governed by the Relevant Privacy Laws of the Restricted Countries), such transfer shall be governed by (i) the EU Standard Contractual Clauses and/or (ii) the UK Standard Contractual Clauses Addendum.

Company agrees to comply with the EU Standard Contractual Clauses and the UK Standard Contractual Clauses Addendum (as applicable). For these purposes, and notwithstanding that Customer may be an organisation located outside of the Restricted Countries, Company shall be the "data importer" and Customer shall be the "data exporter" under the EU Standard Contractual Clauses and UK Standard Contractual Clauses Addendum.

The EU Standard Contractual Clauses and the UK Standard Contractual Clauses Addendum are hereby incorporated by reference into this DPA and shall form an integral part thereof.

7 Audit

- 7.1** Customer may conduct an audit to verify Company's compliance with its obligations under this DPA by reviewing the necessary documentations (including but not limited to security policies) made available by Company to Customer.
- 7.2** Company will, if required under the Relevant Privacy Laws, allow Customer or an independent auditor appointed by Customer to conduct audits (including inspections) to verify Company's compliance with its obligations under this DPA in accordance with the following:
 - 7.2.1** Customer demonstrates to the reasonable satisfaction of Company that such audits are required by the Relevant Privacy Laws;
 - 7.2.2** the Parties will mutually agree upon the scope, timing, duration, and control and evidence requirements before the conducting of the audit;
 - 7.2.3** if Customer mandates an auditor, such auditor must not operate businesses in competition with Company and has entered into a non-disclosure agreement with Company on terms acceptable to Company; and
 - 7.2.4** to the extent permitted by the Relevant Privacy Laws, upon Company's request, Customer is responsible for bearing all costs and fees related to such audit, including all reasonable costs and fees for any and all time Company incurs for any such audit.

8 Duration

Notwithstanding the expiry or earlier termination of the Customer Agreement, this DPA will remain in effect until the deletion or return of all Transferred Personal Data as described herein.

Solution Specific Terms for Know Your Transaction (“Solution”)

These Solution Specific Terms (these “**Solution Specific Terms**”) between Company and Customer contain additional terms and conditions applicable to this particular Solution. Unless otherwise defined in these Solution Specific Terms, capitalised terms used in these Solution Specific Terms have the meaning given to them in the Customer Agreement for Identity, POV and KYT SaaS Solution entered into between Company and Customer (the “**Customer Agreement**”).

In these Solution Specific Terms:

- (a) “**Failed Transaction**” means an attempted request to complete a transaction that reaches server but cannot be processed as read due to system error, the return result of which shows “SYSTEM_ERROR”; for the avoidance of doubt, (i) any return results that shows “REQUEST_TRAFFIC_EXCEED_LIMIT” shall not be deemed as Failed Transactions hereunder, and (ii) a maximum volume of API requests Processed per second by all the Customer Services shall not exceed five (5), and if the number of the API calls per second exceeds such limit, any error return shall not be deemed as Failed Transactions hereunder.
- (b) “**Monthly Service Fee**” means the total Charges paid by Customer for Solution in one billing month. For the annual subscription fees paid by Customer for Solution, the Monthly Service Fee equals to the annual subscription fees divided by the number of months of Solution covered by such annual fees. For the lump sum prepayment, the Monthly Service Fee will be set out in the monthly invoice for Solution based on actual usage. “**Service Credit**” means the percentage of the Monthly Service Fee for the affected Solution that is credited to Customer for a Claim following the service credit claim process under **Clause 2** of these Solution Specific Terms.

1. Solution Service Standards

1.1 Service Standards for Incident Response

Company acknowledges and agrees that the ability of Customer to provide the Customer Services to End Users is dependent upon the connectivity and availability of Solution, APIs and SDKs (as applicable). Company shall provide the following commitments upon the occurrence of any Incident which affects the availability or provision of Solution:

Incident Severity Level	Description	Target Response Time
P0	<u>Severe Incident:</u> Customer cannot use critical job functions in production environment Customer’s entire End User base is impacted Workaround required immediately or Solution is unavailable	Four (4) hours

Incident Severity Level	Description	Target Response Time
P1	<u>Major Incident:</u> Functionality of Solution impacted A portion of Customer's End User base is impacted Workaround required	Eight (8) hours on a Business Day
P2	<u>Incident has affected or will affect Customer's productivity:</u> Workaround exists, but incident needs to be fixed Solution can be used and accessed, but with a level of degradation that is acceptable for Customer in the short-term	Twenty-four (24) hours on Business Days
P3	<u>No or minimal impact on Customer:</u> Incident does not affect Solution	Five (5) Business Days

For the purposes of the service standards under this **Clause 1.1**, an "**Incident**" means a failure of Solution to materially conform to its Documentation, but does not include a failure caused by:

- (a) any event described in **Clause 12.3** of the Customer Agreement;
- (b) a modification of Solution without Company's consent;
- (c) a defect, error or malfunction in any item of hardware or software not supplied by Company or its Affiliates pursuant to the Customer Agreement; or
- (d) API requests Processed per second by all the Customer Services exceeding five (5).

2. Service Claim

2.1 If Customer believes that the Service Level in connection with its use of Solution is not met, then Customer may file a claim for Service Credit in accordance with this **Clause 2** (a "**Claim**"). Such Claim must include at least the following information:

- (a) a detailed description of the Incident;
- (b) the dates and number of Failed Transactions, and number of transactions within the claimed month;
- (c) information relating to the affected instances; and
- (d) any other information that Company reasonably asks Customer to provide to support the Claim.

2.2 The Claim must be received by Company within thirty (30) days after the occurrence of the event giving rise to the Claim. Customer's failure to submit the Claim within this time shall be deemed to be an irrevocable waiver of Customer's right to the Claim and receive the relevant

Service Credit. Once Company receives the Claim, Company will review and evaluate the Claim and may require Customer's co-operation in conducting a joint investigation to ascertain whether the Service Level has been breached and if so, the cause of the failure. Company will make a good faith determination if a Service Credit is to be provided to Customer in Company's sole discretion and shall inform Customer the result as soon as reasonably practicable. Company will use commercially reasonable effort to process the Claim and provide the Service Credit to Customer.

3. Miscellaneous

- 3.1 Company reserves the right to alter, modify, add to or otherwise vary these Solution Specific Terms by notice to Customer in such manner as Company deems appropriate. Customer shall be bound by the terms as amended. In any event, if Customer continues to use Solution after such notice, Customer shall be deemed to have accepted the amendment.
- 3.2 In addition to these Solution Specific Terms, Customer shall also be bound by the Order Form, the general terms under the Customer Agreement as well as such other terms and conditions as may be agreed by Customer. The rights and protections conferred on Company under these Solution Specific Terms shall be in addition to the rights and protections conferred on Company under the Order Form, the Customer Agreement, any other terms and conditions agreed by Customer, and other contracts that Company has been conferred rights and protections as a third-party beneficiary (such as the relevant Reseller Agreement).