KeySecure
HONG KONG

SPECIFIC TERMS & CONDITIONS

Version. 20260603v1.0

CARD-AS-A-SERVICE ("CaaS")

This Specific Terms and Conditions ("STC"), the General Terms and Condition ("Terms") and the Order Form (collectively the "Purchase") are deemed as part of the terms and conditions to govern the contractual relationship between You and KEYSECURE. It shall be effective between You and KEYSECURE from Effective Date upon Your signing and execution of the Order Form to purchase the CARD-AS-A-SERVICE ("CaaS") This STC does not require any signing.

Definitions And Interpretation

1. In this Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

"Annual Fee"	refers to the applicable annual fee as agreed and set forth in Order Form;
"product"	refers to the product and/or software (and its specification) in relation to the CaaS service and/or product in accordance to the Order Form, if any;
"service"	refers to the associated service in relation to the CaaS product in accordance to the Order Form, if any;
"Technical Service Fee"	refers to the Technical Service Fees as agreed and set forth in Order Form;
"VPN"	means Virtual Private Network.

2. This STC may be amended and/or updated from time to time and will be posted on KEYSECURE's relevant website. Your continue access and/or usage of service and/or product after such amendments and/or updates have been posted shall constitute Your agreement and consent to all of the relevant changes.
3. Any capitalized terms not defined herein shall have the meanings ascribed to those in the Order Form and/or the General Terms and Conditions.

Product

4. KEYSECURE provides card issuance technology services, which includes :
   (a) development and deployment of front-end mobile applications ("App");
   (b) development and deployment of card management portals and administrative dashboards;
   (c) technical integration with licensed card issuers or other financial institutions ("Issuing Partners");
   (d) ongoing maintenance and support of the above integrations.

5. KEYSECURE does not provide any financial services, custody of funds, or card scheme membership. All actual card issuance, transaction settlement, and compliance approvals are performed solely by the Issuing Partners.

Product and Payment

6. Any purchase of service and/or product shall be in accordance to the package, version and/or any other service and/or product specification set forth and agreed in the Order Form. For the avoidance of doubt, KEYSECURE would charge subscription fee and hosting fee according to the Order Form while the Issuing Partners will charge applicable fee for the issuance of the card.
7. Upon receipt of payment from you, KEYSECURE shall create a merchant account for you within 5 working days. The start of the service shall be the merchant account creation date.
8. Unless stated otherwise under your Purchase, your Purchase shall only consist five (5) VPN account access for the merchant backend system of the service and/or product. Additional charge may be required for additional VPN account.
9. The service start date shall be the date specified in the Project Commencement email issued by KEYSECURE.

10. Any other additional service fee such as KYC, SMS gateway charges, email or whatsoever communication incurred shall be borne by you.
11. KEYSECURE shall automatically deduct Technical Service Fee where applicable, in accordance to the agreed Order Form, from Your admin balance account in the exchange backend within twenty-one (21) days from the date of applicable transactions. You understand and agree that such fees, upon deduction, are non-refundable.

Service

12. KEYSECURE'S provision of service is subject to your obligation to provide proper and timely preparation, integration and/or whatsoever arrangement of the necessary resources, facilities and/or external platform. As provision of service is after the creation of merchant account, hence, any failure or delay of the abovementioned obligation shall not incur any liabilities against KEYSECURE.
13. During the provision of service:
    13.1 you shall conduct your own inspection of the product in accordance to the specification agreed under your Purchase;
    13.2 In the event that there is any defects, inaccuracy or whatsoever issues of specification or functions of the product found in your Purchase (in accordance to the specification agreed under your Purchase), submit the same to KEYSECURE in writing the details within the first thirty (30) days from the date of merchant account creation ("Provision Period"); and
    13.3 KEYSECURE will assist you in configuring and/or integrating the product within the agreed scope of the specifications of your purchase, provided that you have allow all and every reasonable and necessary access for KEYSECURE to do so;
    13.4 Such provision of service shall be deemed as completed upon (i) expiry of Provision Period without any defects, inaccuracy or whatsoever issues raised, submitted and/or notify by you; or (ii) if there is any defects, inaccuracy or whatsoever issues raised, submitted and/or notify by you within the Provision Period, such defects, inaccuracy or whatsoever issues has been solved, settled or taken care by KEYSECURE; or (iii) you start using the Product during the Provision Period or in a live environment, whichever is earlier.

14. Upon completion of such Provision Period as stipulated above, the product shall be deemed accepted by you in a satisfactory state and condition as at the start of the service ("Deemed Acceptance").
15. All and any defects and non-conformities of the service and/or product not submitted, raised or notify in writing within such Provision Period shall be deemed as a waiver of rights by you. KEYSECURE is therefore entitled to charge additional fee against you for any request to fix, make good or configure such defects and/or non-conformities submitted after Deemed Acceptance.
16. Notwithstanding anything to the contrary herein, you shall bear full liability for all errors, omissions and/or configuration by you without obtaining prior advice from KEYSECURE. KEYSECURE does not bear any liability with regard to any performance by any third-party that is not appointed by KEYSECURE.
17. Insofar as this Terms do not refer to any other capacity of you, you are irrevocably deemed to be a professional user acting in the context of your professional activities, and you are deemed to possess the relevant know-how in relation to the product and service.
18. KEYSECURE is entitled to charge for any additional specification, configuration or changes to the service and/product. KEYSECURE reserves its right to refuse or reject any such additional matter.

Issuing Partners And Dependencies

19. The Services rely on third-party Issuing Partners and card scheme networks (e.g., Visa, Mastercard, UnionPay).
20. You acknowledge and agree that:
    (a) KEYSECURE has no control over the operations, decisions, or performance of Issuing Partners, card schemes, or regulators;
    (b) Card issuance, suspension, revocation, settlement, or related financial services are solely

provided by Issuing Partners under their own licenses; and

(c) KEYSECURE does not assume responsibility for any approval, rejection, or compliance assessment performed by Issuing Partners or regulators.

21. Any interruption, delay, rejection, or failure caused by Issuing Partners, card schemes, regulators, or correspondent banks shall not give rise to liability on the part of KEYSECURE.
22. You shall comply at all times with all applicable rules, regulations, guidelines, and requirements of any card payment network or card scheme (including but not limited to Visa, Mastercard, UnionPay, or any equivalent) and any Issuing Partner engaged in connection with the Service ("Card Scheme Rules").
23. You hereby acknowledge and agree that the card payment networks, card schemes, and/or Issuing Partners may, from time to time, amend, supplement, or update their respective Card Scheme Rules, operational requirements, or compliance obligations, with or without prior written notice.
24. You further agree that any such amendments or updates shall be binding upon you immediately upon implementation, and that you shall ensure continued compliance with all applicable Card Scheme Rules as so amended.
25. KEYSECURE shall not be responsible or liable for any loss, damage, delay, penalty, or other consequence arising out of or in connection with any such amendment, update, or enforcement of the Card Scheme Rules by any card network, card scheme, or Issuing Partner.

Assets

26. The following Terms and Conditions under the heading of "Assets" shall only be applicable for CaaS product.
27. KEYSECURE is responsible to safeguard your Assets which are custodised with KEYSECURE with reasonable industry standards. For the avoidance of doubt, the title of any such Assets provided being held and custodised with KEYSECURE shall remain vested with you and/or its respective rightsholder and do not become the property of KEYSECURE.
28. You hereby acknowledge that your Assets are secured in a shared blockchain address and that its interest in such Assets may not be identifiable by specific individualized specific coins, tokens or cryptocurrency unit or specific transaction history, blockchain address or private key or any form of physical documentation or electronic records. KEYSECURE is to maintain records of your interest in such Assets regardless of the manner of which the Assets being secured.
29. In the event of termination or expiry of your Purchase (whichever is applicable), you shall provide KEYSECURE clear and accurate instructions in writing to enable KEYSECURE to return all your Assets provided to and custodised with KEYSECURE back to you within fourteen (14) business days after the termination or expiry date provided that there is no outstanding payment owed by you to KEYSECURE and excluding identified Assets which are suspended/freezed in accordance within the applicable laws and regulations.
30. KEYSECURE does not bear any responsibility in the event that such instructions provided by you contain any inaccuracy, incompleteness, discrepancy, ambiguity or is unauthorised or fraudulent. Further, you hereby indemnify KEYSECURE and to defend and hold KEYSECURE harmless from all loss incurred in connection with any such authorisation and/or instruction, except any loss resulting from KEYSECURE's gross negligence, wilful misconduct or fraud.
31. KEYSECURE shall, without prejudice to your Purchase, ensure that (i) no less than the reasonable industry standard security procedures and technology in creating, developing and maintaining the operation of the service and/or product, and (ii) the service and/or product shall be rendered in the manner in accordance with your Purchase, or, the reasonable industry standards if such is not stated expressly in your Purchase. Parties agree and acknowledge that, in relation to such creating, developing and maintaining the operation of service and/or product, KEYSECURE may unilaterally make any changes, adjustment, alterations for the purpose of this Clause.
32. KEYSECURE shall use no less than the reasonable industry standard endeavours, and due care and skill in relation to the cybersecurity measures taken to maintain the cybersecurity in relation to your Purchase. However, as you contract directly with your end-users, therefore you shall also be responsible for the cybersecurity measures taken in relation to operation of the service and/or product. Parties agree and acknowledge that KEYSECURE will only liable for any direct losses and

damages attributable by KEYSECURE's gross negligence, wilful misconduct or fraud.

3rd Party Providers Subscriptions and/or Services

33. You are responsible to choose, register and maintain the subscription and/or services and configuration of 3rd party providers to integrate with KEYSECURE product. In the event, you engaged KEYSECURE to provide support with configuration on the 3rd party providers, paid or otherwise, you agree to indemnify KEYSECURE from all liabilities associated to any costs and actions brought against KEYSECURE.

34. The following is a non-exhaustive list of 3rd party providers specific requirements:

    34.1 Apple AppStore Listing: You are responsible to register an apple developer account prior to iOS App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Apple's developer general and country-specific policies. Failure to conform to Apple's developer policies may result in barring of your iOS App listing onto AppStore, including but not limited to suspension / termination of your apple developer account.

    34.2 Google PlayStore Listing: You are responsible to register a Google developer account prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Google's developer program policies. Failure to conform to Google's developer program policies may result in barring of your Android App listing onto PlayStore, including but not limited to suspension / termination of your Google developer account.

    34.3 Huawei AppGallery: You are responsible to register a Huawei ID prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Huawei developer policies. Failure to conform to Huawei's developer program policies may result in barring of your Android App listing onto AppGallery, including but not limited to suspension / termination of your Huawei ID account.

    34.4 Xiaomi GetApps: You are responsible to register a Xiaomi Account prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Xiaomi Mi App Mall developer and distribution agreements. Failure to conform to Xiaomi's policies may result in barring of your Android App listing onto GetApps, including but not limited to suspension / termination of your Xiaomi Account.

    34.5 Samsung Galaxy Store: You are responsible to register a Samsung Commercial Seller Account prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Samsung App developer and distribution agreements. Failure to conform to Samsung's policies may result in barring of your Android App listing onto Galaxy Store, including but not limited to suspension / termination of your Samsung Account.

    34.6 CMC Market Listing: Where applicable, paid or otherwise, KEYSECURE support to you is limited to the capacity as a product provider in furnishing details to aid in your CMC Marketing Listing application progress. You are responsible to apply and pay any applicable fees to CMC for market listing applications. Site optimization services paid to KEYSECURE is non-refundable, non-transferrable. You understand that application status outcome is subjected to CMC review and decision, and KEYSECURE is not able to affect the decision made by CMC.

35. KEYSECURE shall have no liability or whatsoever responsibility and provide no guarantee in respect of the outcome and/or result of including but not limited to the listing at any of the platforms, CMC Market Listing or onramp/offramp revision on support for fiat currencies. Any outcome and/or result of the same is subject to the policy of the applicable platform which KEYSECURE has no control over. KEYSECURE's obligation herein shall be deemed completed upon the required configuration as requested by You as stipulated in the Order Form.

Representation and Warranty

36. By signing and executing an Order Form, you represent and warrant that:

36.1 you have the rights to receive any Assets deposited by end-user through the service and/or product; and

36.2 you will not use or operate the service and/or product provided under your Purchase, issue or cause to be issued any instructions, or use or carry out any activities in a manner that could cause KEYSECURE violate any applicable laws, regulations, orders or legal requirements, any notices, directives, requirements, guidelines or conditions issued by any regulatory or supervisory authority, including those pertaining to the prevention of fraud, money-laundering, terrorist financing and the provision of financial or other services to any person or entity which may be subjected to sanctions.

Card Transaction and Compliance Disclaimer

37. As the Services involve card-transaction functionalities, the Parties acknowledge and agree that:

37.1 Platform Uptime and Reliability. The uptime and reliability of the Platform shall be provided by KEYSECURE on a commercially reasonable efforts basis. KEYSECURE does not guarantee uninterrupted or error-free operation of the platform and shall not be liable for any downtime, delay, interruption, or malfunction of the platform, whether arising from maintenance, third-party service providers, network failures, or any event beyond KEYSECURE's reasonable control.

37.2 Card Transaction Capability. KEYSECURE makes no representation, warranty, or assurance that any issued card (whether digital or physical) will be capable of transacting or being accepted in any specific jurisdiction, country, or by any merchant or payment network. You acknowledge that certain jurisdictions may restrict, prohibit, or otherwise bar the use of such cards, and KEYSECURE shall bear no responsibility or liability for any failure, rejection, or prohibition of transactions in any country.

37.3 Your Responsibility and Compliance. You shall be solely responsible for ensuring ongoing compliance with all applicable laws, regulations, licensing, and approval requirements in all jurisdictions in which it operates, markets, or provides services to users.

37.4 You further acknowledge that KEYSECURE shall not be liable for any losses, claims, penalties, or regulatory actions arising out of or in connection with your failure to comply with such obligations or the inoperability of cards in certain jurisdictions.

37.5 You acknowledge and agree that KEYSECURE acts solely as a technology and service provider, and does not control, verify, or guarantee the legitimacy, completion, or reversal of any transaction processed through the service.

37.6 You further acknowledge and agree that KEYSECURE shall not be responsible or liable for handling, investigating, or resolving any disputed transactions, chargebacks, reversals, or refund requests initiated by any end-user, cardholder, Issuing Partner, or card scheme.

37.7 All disputed transactions, chargebacks, reversals, or refund request shall be solely managed and resolved by You directly with the relevant end-user, Issuing Partner, or card scheme in accordance with the applicable Card Scheme Rules.

37.8 KEYSECURE shall not be liable for any losses, chargebacks, reversals, or penalties imposed by any Issuing Partner, card scheme, or regulator arising out of or in connection with any disputed transaction, chargeback or refund process.

37.9 For avoidance of doubt, disputed transaction shall mean any transaction (whether authorised or unauthorised) that is subsequently disputed by a cardholder, Issuing Partner, card scheme or any third party for any reason, including but not limited to fraud, unauthorised use, duplicate billing, technical error, or non-delivery of goods or services.

37.10 All chargebacks, reversals, or adjustments imposed by any Issuing Partner or card scheme shall be borne solely by You, including any associated fees, fines, penalties, or interest.

37.11 Chargebacks are final and binding as determined by the Issuing Partner or card scheme, and KEYSECURE shall not be responsible for the outcome of any dispute resolution process conducted by such third parties.

<u>Lien and Set-Off</u>

38. The following Terms and Conditions under the heading of "Lien and Set-Off" shall only applicable for CaaS product.

39. Lien

39.1 KEYSECURE has the right of general lien over your Assets that is held by KEYSECURE (if any) in its provision of the service and/or product to you until the satisfaction of your obligations and liabilities arising under your Purchase to KEYSECURE in respect to any fees and expenses or otherwise incurred in the performance of services and/or provision of product; and

39.2 KEYSECURE may, without prior notice to you, enforce or exercise such right of general lien over the Assets in accordance with applicable laws and legal requirements.

40. Set-Off

40.1 KEYSECURE has the right, without prior notice to you, to set off any payment obligation owed by you to KEYSECURE in relation to liabilities arising under your Purchase against any payment obligation owed by you to KEYSECURE, whether or not matured or contingent and regardless of the place of payment or currency of either obligation (and for such purpose the KEYSECURE may make any currency conversion necessary at the KEYSECURE's prevailing rate).

41. KEYSECURE's rights under this section are in addition to any general lien, set-off or other rights to which KEYSECURE may be entitled under any applicable law or legal requirement or otherwise.

Consequences Of Termination

42. In the event of termination of your Purchase, it is your responsibility to settle and/or finalise all and any outstanding accounts of your end-user in the service and/or product, including but not limited to:

42.1 announce and/or to inform your end-user of such termination of service and/or product;

42.2 make arrangement or alternatives for your end-user to withdraw assets or transfer assets from the service and/or product before such termination date or before such service and/or product cease to operate (whichever is earlier);

42.3 in the event you require additional management service from KEYSECURE, you shall confirm such additional service with KEYSECURE subject to additional payment paid by you to KEYSECURE; and/or

42.4 any other actions that you shall carry out and/or comply to make sure interest of your end-user is protected.

43. KEYSECURE shall not be liable for any failure, delay or non-compliance incurred by you to your end- users during such termination.

44. You acknowledge and warrant that you have the right or have obtained your user's authorization to transfer the user assets stored on KEYSECURE's servers to your server provider or designated wallet address. Accordingly, you agree that KEYSECURE shall not be liable for any or all subsequent liabilities related to end users' assets. Further, KEYSECURE shall not be liable in the event there are any in incorrect transfers of the end users' assets initiated by you.

45. KEYSECURE shall complete the transfer of any balance assets (yours or users) within 14 working days from the effective date of termination of the Purchase to your system back end ("Administrator Account").

46. Once the user assets have been successfully transferred to the Administrator Account, KEYSECURE shall inform you accordingly. You shall withdraw such user assets from the Administrator Account within three (3) working days. Accordingly, once the prescribed period of time has been surpassed, KEYSECURE shall be deemed to have completed the delivery of all user assets. KEYSECURE shall not be liable for any or all subsequent liabilities related to the users' assets. Further, KEYSECURE shall not be liable in the event there are any in incorrect transfers of the users' assets initiated by you. You shall be solely and exclusively responsible for any or all subsequent liabilities related to its end users' assets.

47. In the event you fail to withdraw such user assets within 3 working days, You agree and acknowledge that KEYSECURE shall charge you 0.02% of the assets each day ("Management Period") as a management fee thereafter until the transfer of user assets is completed.