KeySecure
HONG KONG

GENERAL TERMS & CONDITIONS

Version. 20260603v1.0

GENERAL TERMS AND CONDITIONS

This General Terms and Conditions ("Terms"), the Specific Terms and Condition ("STC") and the Order Form (collectively the "Purchase") are collectively 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 the Effective Date stated in the Order Form. This Terms does not require any signing and/or execution.

Definitions and Interpretation

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

"Assets"	means digital assets, tokens or cryptocurrencies owned by you which are kept, received or deposited and custodised with KEYSECURE, if any;
"business day"	means a day (except Saturday, Sunday, public holidays and unscheduled holidays) on which banks and financial institutions are open for business in Malaysia;
"KEYSECURE"	refers to KEYSECURE HONG KONG LIMITED;
"Contract Term"	refers to the 'Contract Term' indicated in the Order Form;
"day", "week", "month", "year"	refers to that day, week, month, year in accordance with the Gregorian calendar (any "daily", "weekly", "monthly", "yearly", "annually" shall also be construed accordingly);
"Effective Date"	refers to the "Effective Date" defined in the Order Form;
"Order Form"	refers to a document known as "Order Form" entered and executed by you and KEYSECURE, which consist all material terms and specifications of the service and/or product that you purchased from KEYSECURE;
"Party", "Parties"	refers to you and/or KEYSECURE, collectively and/or respectively;
"Payment Term"	refers to the "Payment Terms" agreed by the Parties in the Order Form;
"price"	refers to the price, fee, payment and/or whatsoever consideration agreed in the Order Form;
"Quote Date"	refers to the 'Quote Date' indicated in the Order Form;
"Quote Expiration Date"	refers to the 'Quote Expiration Date' indicated in the Order Form;

"Sanctions"	any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) United States government; (ii) United Nations; (iii) European Union; (iv) United Kingdom; or (v) any respective governmental institutions and agencies of any of the foregoing;
"Service"	refers to the service (and/or any associated service under the product) purchased by you in accordance to the Order Form, if any;
"Service Level Agreement"	refers to KEYSECURE's service level agreement which can be found at the official website;
"Specific Terms and Condition"	refers to the Specific Terms and Condition for specific service and/or product purchased by you that can be found at the official website;
"Product"	refers to the product and/or platform, software or system (and its specification) purchased by you in accordance to the Order Form, if any

2. This Terms is to be read and interpreted together with respective relevant Specific Terms and Conditions and your Order Form.
3. In this Terms, references to "you" or "your" are collectively refers to the signing party to an Order Form with KEYSECURE.
4. Words importing singular include plural and vice versa, words importing any gender include every gender, words importing persons include bodies corporate and unincorporate and references to time shall mean Malaysia time.
5. References to Clauses and other provisions herein and terms defined herein shall have the same meanings where used throughout your Purchase.
6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of Order Form and/or the last update of this Terms and shall include all subordinate legislation made as at the date of Order Form and/or the last update of this Terms under that statute or statutory provision.
7. A reference to writing or written excludes fax but not email.
8. This Terms may be amended and/or updated from time to time and will be posted on KEYSECURE's 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.
9. Any capitalized terms not defined herein shall have the meanings ascribed to those in the Order Form and/or the Specific Terms and Conditions.
10. KEYSECURE reserves all rights not expressly granted under your Purchase.
11. Any ambiguity, conflict or inconsistency between the documents comprising the Purchase shall be resolved in the following order of precedence: Order Form, STC and Terms.
12. In the event that the Order Form or the STC do not contain specific provisions governing the subject matter herein, the terms and conditions set forth in this General Terms and Conditions shall govern and control.

Service, Product and Payment

13. Any service and/or product shall be provided in accordance to the price, payment term, service and/or product specification further stated, set forth and agreed in the Order Form.
14. You shall pay the price, fee and/or whatsoever payment to KEYSECURE's bank account or designated wallet address within the payment term as agreed in the Order Form.
15. Subject to KEYSECURE's prior written consent, you may make payment in other digital currency. The quantity of such digital currency payment shall be negotiated with reference to the price in Huobi (https://www.huobi.com) market on the day of such payment made or otherwise mutually agreed by both Parties.
16. This Terms is effective upon Effective Date until the end of services or the termination of your Purchase, whichever is earlier. Followed by end of services, your Purchase shall be deemed as auto-renewed for a Contract Term and such renewal shall continue one after another without any interval if:
    16.1 you continue to operate, transact, deal, or howsoever use the service and/or product after the end of services, including but not limited to, continue to custodise your Assets with KEYSECURE, continue to operate the service and/or product; or
    16.2 you continue to make payment for service and/or product after the end of services.
17. Upon renewal of your Purchase (if any), KEYSECURE is entitled to adjust any price, fee, payment or consideration. The first day of such auto renewal is to be treated as Effective Date of such auto renewal. KEYSECURE reserves the right to decline any auto renewal upon written notification to you.
18. In the event you request for any additional service and/or product which is not stated under the Order Form, KEYSECURE is entitled to charge you additional payment at its discretion.
19. You hereby acknowledge and agree that KEYSECURE is only a technology service provider and all such payment made by you to KEYSECURE are in the nature of technical service fee.
20. Any price, fee or payment does not include any duties or tax, including but not limited to any withholding taxes, shipping taxes, custom duties, import taxes, value added tax and/or goods and services tax. The applicable taxes are those in force at the time of the invoicing and you shall be responsible for all such duties and taxes.
21. Parties further acknowledge and agree to the following, you shall fully bear:
    21.1 all fees, costs, expenses and whatsoever payment arising from the operation of Service;
    21.2 any third party service fee such as domain, SSL, KYC, service fee of SMS, email or whatsoever communication, if any; and
22. KEYSECURE may outsource its obligation under your Purchase to any third party.
23. Any customer support, online support, customer service or whatsoever associated service that is not stipulated in anywhere of your Purchase shall be provided in accordance to the Service Level Agreement, unless stated otherwise in the Order Form.
24. KEYSECURE may suspend or cancel performance of open orders or services if you fail to make payments when due.
25. You acknowledge and agree that the price, fee and/or whatsoever payment to KEYSECURE are non-refundable, regardless of whether you utilise the service and/or product provided. Once the service and/or product are made available to you, KEYSECURE has fulfilled its obligation to provide access to the same. No refunds, credits, or offsets will be issued for any unused portion of the service and/or product provided, including but not limited to situations where you choose not to use the service and/or product provided or you are unable to use the service and/or product provided for any reason.

Change Order

26. Either party may propose a modification to the services, deliverables, timelines, or other aspects of this Agreement (a "Change Order"). All Change Orders must be documented in writing and should detail the requested changes, the reason for these changes, and any potential impact on the fees, schedule, or other terms of this Agreement.
27. Upon receiving a Change Order request, KEYSECURE will assess the request and provide you with a written response within three (3) business days. This response will include any necessary adjustments to the fees, schedule, or other terms of this Agreement to accommodate the requested changes.
28. A Change Order will only take effect once both parties have agreed in writing to the proposed changes, including any adjustments to the fees, schedule, or other terms of this Agreement. Upon approval, the Change Order will be incorporated into and become part of this Agreement.
29. KEYSECURE is not required to perform any additional or altered Services until a Change Order has been mutually agreed upon in writing. Any delay in approving a Change Order may result in a corresponding delay in the performance of the Services.
30. If a Change Order impacts the cost or time needed to perform the Services, the parties will negotiate in good faith to agree on a fair adjustment to the fees and/or schedule.
31. If the parties cannot reach an agreement on a Change Order, the dispute will be resolved according to the dispute resolution procedures outlined in this Agreement. While the dispute is being resolved, the Service Provider will continue to perform the Services as per the original terms of this Agreement.

Rights and Obligations

32. You are obliged to:
    - 32.1 pay the price and/or additional charges (if any) within the Payment Term in accordance to Order Form;
    - 32.2 ensure your proper and timely preparation, integration and/or arrangement of the necessary facilities for any design, testing, installation, operation or usage of the service and/or product. This may include but not limited to any hardware, system software, peripherals (including any computers or printers) or whatsoever facilities. You shall also ensure that KEYSECURE is allowed to access to any such required facilities. Any failure, delay or non-performance of KEYSECURE under your Purchase which is caused, contributed or affected by your actions or omissions shall not constitute as a breach and shall not incur any liabilities against KEYSECURE; and
    - 32.3 comply with all applicable laws in relation to your usage of service and/or product.
33. KEYSECURE is obliged to:
    - 33.1 provide the service and/or product in accordance with the specification agreed in the Order Form subject to the receipt of payment from you within the agreed payment term;
    - 33.2 use commercially reasonable endeavours in connection to the provision of service and/or product;
    - 33.3 render any additional service and/or suspend such service and/or product for the minimum extent and of the minimum duration required to prevent or resolve the emergency security issue, without your prior consent in any event deemed as emergency security issue by KEYSECURE, including but not limited to unauthorized third party access of the service and/or product. Any such additional service rendered shall be fully borne by you regardless the outcome, result or effect of such additional service rendered.

Representation and Warranty

34. By signing and executing an Order Form, Parties represent and warrant that:

34.1 it has the requisite power and authority to enter into a contractual relationship and to carry out all activities and transactions contemplated hereunder;

34.2 the accuracy and validity of its identity information; and

34.3 neither it nor any of its subsidiaries or, to the best knowledge of the Party or its representatives, any of its directors, officers, shareholders or employees is such an entity or individual who is a target of any Sanction law or the country or region in which such Party is located, bound, organized, or settled, or their government, is currently the target of national Sanctions imposed by the sanctioning organ of any sovereign national government;

34.4 it will comply with all laws and regulations applicable the use of the service and/or product in the applicable jurisdiction.

35. You hereby further undertake and acknowledge that:

35.1 KEYSECURE only provides the service and/or product within the limit under your Purchase and also the information provided by you. You hereby warrant the accuracy, timeliness and completeness of the information provided, including but not limited to any stated dimensions, requirements, specifications and/or any other data that is crucial and required to allow KEYSECURE to fulfil its obligations under your Purchase. You also hereby hold KEYSECURE harmless against all and any losses, damages or whatsoever result incurred from any such inaccurate, delay or incomplete provision of information;

35.2 it is your sole and exclusive responsibility for its usage, operation and any obligation, service, promise or whatsoever responsibility to your end-users. There is nothing in your Purchase that shall create any contractual relationship between your end-users and KEYSECURE, and, KEYSECURE shall not in any way responsible for any disputes between you and your end-users;

35.3 the service and/or product is provided “as is” and without warranty of any kind and KEYSECURE expressly disclaims all warranties, expressed or implied, including, but not limited to, the implied warranties of the merchantability and fitness for a particular purpose;

35.4 you shall comply with all applicable local regulatory and compliance requirements for the markets you are operating in. As a technology provider, KEYSECURE would not be held liable for any non-compliance or regulatory deficiencies. You agree to indemnify KEYSECURE against such risks and you agree to bear such risks solely;

35.5 you shall comply with all applicable data protection regulation as the party who contracts directly with its end-user. You shall also conduct the necessary know-your-customer procedures for purposes not limited to complying with the necessary anti-money laundering and counter-terrorist financing regulations; and

35.6 in the event that you fail, refuse and/or neglect to make any part of the payment and/or Price in accordance to the payment term in the Order Form, you shall pay KEYSECURE a liquidated damages of 0.03% daily on the amount of outstanding payment from the date of default until the date of the receipt of the due payment. Up until the payment is make up by you, KEYSECURE shall have the right to suspend the provision or operation of the service and/or product. KEYSECURE do not in any way bear any liability for any losses or damages for such suspension.

36. Unless expressly stated otherwise in your Purchase, all guarantees, warranties or other terms and conditions implied or imposed by any legislation are excluded to the maximum extent permitted by law.

37. Each of the representations and warranties contemplated under your Purchase are to be construed independently of the others.

38. By signing and executing an Order Form, you consent and agree that KEYSECURE may use, publish or display your name, trademarks, branding or any relevant logo and symbols on our designated website, documents or materials for the purpose of marketing. Any such usage or publishment for marketing purpose shall not be considered as infringement by KEYSECURE.

Indemnification

39. Nothing in your Purchase shall operate to exclude or limit any Party's liability as follows:
    39.1 for such Party's fraud, gross negligence, wilful misconduct, or fraudulent misrepresentation;
    39.2 for death or personal injury resulting from that Party's negligence; or
    39.3 to pay any monetary amounts due under your Purchase.
40. You hereby indemnify, defend and hold harmless KEYSECURE (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against:
    40.1 any losses, damages, dispute, claim, whatsoever liabilities that is caused by you and/or your representatives;
    40.2 any loss of profits, loss of goodwill (or any other damage to reputation), loss of revenue, loss of business, loss of contracts, loss of anticipated savings, business interruption, loss of opportunity, loss of bargain or lost or corrupted data incurred in all cases, whether directly or indirectly;
    40.3 any liabilities, whether directly or indirectly, incurred, caused or in connection to any end-user of and/or party entered into an agreement with you, for any implied or express obligations and/or terms and condition as agreed under your Purchase;
    40.4 all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, arising from its aforementioned responsibility to comply with all applicable laws; and
    40.5 all claims, suits and actions brought against KEYSECURE by third party due to your breach, failure to perform obligation under your Purchase or any other laws and regulations, and all resulting liabilities, damages, losses and costs awarded by a court or tribunal or included as part of a final settlement (in addition to reasonable attorney's fees and disbursements), arising from or relating to your breach of the terms and conditions of your Purchase, the service and/or product and/or violation of any applicable laws or regulations.
41. You shall bear the sole and exclusive responsibility to comply with all applicable laws in relation to your usage of the service, product and/or its relevant intellectual property, failing which (i) you shall bear full responsibility arising therefrom and indemnify KEYSECURE (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees, and any other expenses whatsoever, whether criminal, civil, or commercial in nature, arising from your aforementioned responsibility to comply with all applicable local laws, (ii) KEYSECURE is entitled to terminate such contractual relationship with you immediately without prior notice, and (iii) you shall compensate KEYSECURE for any losses suffered therefrom.
42. Upon signing Order Form with KEYSECURE, you are deemed to agree that KEYSECURE may utilize or include third party software in the service and/or product that is subject to open source and third-party license terms ("Third-Party Software"). You also acknowledge and agree that your right to use such Third-Party Software as part of the service and/or product is subject to and governed by the terms and conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms herein and the terms of such open source or third-party licenses, the terms of the open source or third-party licenses shall

control with regard to your use of the relevant Third-Party Software. In no event, shall the service and/or product or any of its application or components thereof be deemed to be "open source" or "publicly available" software. You and your end user shall be solely responsible for the use of this Third-Party Software and KEYSECURE shall not be liable for any lost profits or any special incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the use of this Third-Party Software.

Limitation of Liability

43. To the maximum extent permitted by applicable law, in no event shall KEYSECURE, its affiliates and service providers, or any of their respective officers, directors, agents, employers or representatives, be liable for any lost profits or any special incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorised or unauthorised use of the Services, or this Agreement, even if KEYSECURE has been advised of or knew or should have known the possibility of such damages.
44. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of KEYSECURE, its affiliates and service providers, or any of their respective officers, directors, agents, employees or representatives, exceed the fees paid or payable to KEYSECURE under this Agreement during the 6-month period immediately preceding the first incident giving rise to such liability.

Intellectual Property

45. Any intellectual property rights relevant to the service and/or product and/or its derivative creations shall not be transferred to you by virtue of your Purchase. To avoid ambiguity, both Parties confirm that:
    - 45.1 you shall only, during validity period of the contractual relationship between you and KEYSECURE, enjoy ordinary, non-sole, non-exclusive and non-transferable, non-sublicensable rights to use the service and/or product;
    - 45.2 without KEYSECURE's consent, you shall not copy, adapt, modify, provide, reverse engineer or disclose to any third party the service and/or product; and
    - 45.3 you hereby acknowledge that you shall have no right to use, manage or access the service and/or product upon termination, except to withdraw the Assets (if any) incurred prior to such termination.
46. Each Party shall not use or copy the other Party's company name, brand, domain name, website, trademark, logo, copyright works, business information, technology and other materials without the other Party's written consent.
47. Parties agree that KEYSECURE and/or its affiliates is entitled to any intellectual property right of the service and/or product and be labelled as the original copyright owner of any relevant product or material. Upon termination, you shall no longer have the rights to use the said intellectual property rights failing which KEYSECURE shall be entitled to, at its option, take immediate remedial measures and assume full liability against you, including but not limited to immediately stop the infringement, eliminating the impact and compensating KEYSECURE or its affiliates for all losses suffered.
48. Except as otherwise provided under your Purchase, you shall not assign, sub-license, or in any way allow any third party to use or in any way deal with KEYSECURE's intellectual property and/or service and/or product without KEYSECURE's prior written consent.
49. You hereby warrant not to crack, reverse engineer, decompile or disassemble the service and/or product and/or its relevant software, platform interface or website links provided by KEYSECURE. You

further warrant not to modify the contents, functions, logic and other aspects of the service and/or product provided to KEYSECURE.

50. KEYSECURE will defend and/or resolve any claims brought against you alleging that KEYSECURE-branded product or service provided under this Agreement infringes upon the intellectual property rights of a third party. To support this, KEYSECURE will require prompt notification from you regarding the claim and cooperation with KEYSECURE's defense efforts. KEYSECURE may choose to modify the product or service to eliminate the infringement while maintaining its essential functionality, or alternatively, KEYSECURE may obtain a license for you. KEYSECURE is not liable for claims arising from unauthorized use of the products or services.

Data

51. Parties acknowledge that you shall retain all right, title and interest in and to any and all end-user data to which KEYSECURE may gain access by operation of the service and/or product.
52. Upon signing the Order Form and entering into a contractual relationship with KEYSECURE, subject to the terms of this Terms, you hereby grant KEYSECURE a non-exclusive, worldwide, royalty-free right to collect, use and/or process any such data to which KEYSECURE may access by operation of the service and/or product, to develop, improve, support, and operate its products and services, or as may be required by law. KEYSECURE will not share any data that includes you and your end-users' Confidential Information with any third party except (a) in accordance with Confidentiality clauses of this Terms, or (b) to the extent that such data is aggregated and anonymized such that you and your users cannot be identified.
53. You also acknowledge that you are obliged to comply with any applicable laws, government regulations and/or any other legal requirements including but not limited to, any data localization or data sovereignty laws, regulations, and any other third-party legal requirements applicable to your usage and operation of the service and/or product. You are solely responsible for the accuracy, content and legality of all data collected in the service and/or product. You also warrant that you have and will have sufficient rights in any such data to grant the rights to KEYSECURE under this Term and that the processing of such data by KEYSECURE in accordance with this Terms will not violate any laws or the rights of any third party.
54. You also acknowledge that there is no contractual relationship between KEYSECURE and your end-users and as such, you shall assume all responsibility to ensure that the necessary consent has been provided by your end-users on the collection, use and disclosure of such end-user data in accordance to the relevant data protection regulation. You shall bear the legal responsibility arising therefrom and shall indemnify, defend and hold harmless KEYSECURE (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, directly or indirectly, arising from the aforementioned responsibility to comply with all applicable laws in relation to such data.
55. Notwithstanding to the above clauses, KEYSECURE makes no representations or warranties, and shall have no responsibility or liability for the accuracy, completeness or sufficiency of such data or information received or processed through the provision of the service and/or product in your Purchase, including without limitation end-user data and any other data uploaded or processed by you, or end-user.

Confidentiality

56. "Confidential Information" including but not limited to:

56.1 Information about the existence and content, performance of your Purchase, and the expected transactions under your Purchase; and

56.2 all exclusive, confidential, non-public technical and commercial information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party"), including but not limited to:

56.2.1 any technical information such as R&D design, service or product design concepts/ideas, source code, object code, software documentation, products and specifications, data, models, samples, drafts and product test results disclosed by the Disclosing Party to the Receiving Party or its employees before or after signing of the Order Form;

56.2.2 business information, such as marketing requirements and strategies, product plans and prices, client list, direction of business development, others involving in the management and operation systems and processes;

56.2.3 any information of the other Party and/or its related party, obtained under your Purchase, and any information, software, data and other information data obtained under your Purchase; and

56.2.4 other information disclosed by the Disclosing Party to the Receiving Party and subject to confidentiality obligations to third parties (whether such information is written, oral, graphic, Internet or any other form of disclosure).

57. Confidential Information does not include the following:

57.1 information already in Receiving Party's possession without confidentiality obligation;

57.2 information known to the public at or before the disclosure by Disclosing Party;

57.3 information known to the public after disclosure, but not the faults of Receiving Party;

57.4 information received from third party without confidentiality obligation;

57.5 information that must be disclosed according to court orders or requirements of governments or local authorities with jurisdiction; or

57.6 information disclosed to relevant government departments, intermediary agencies, and the public in accordance with relevant national laws and regulations.

58. Unless otherwise agreed by both parties, neither Party shall disclose the existence of your Purchase and any of its contents to a third party without the consent of the other Party.

59. Parties shall ensure the confidentiality of the documents, material, any Confidential Information including but not limited to the source code and/or object code licensed hereunder, and Confidential Information obtained from the other Party under your Purchase, which cannot be obtained from any public channel. The Receiving Party shall undertake the following obligations to the Disclosing Party:

59.1 to apply the same security measures and degree of care, but no less than reasonable care, to the Confidential Information as the Receiving Party applies with respect to such information of its own that it does not desire to disclose, publish or disseminate, which the Receiving Party warrants as providing adequate protection from unauthorized disclosure, copying or use;

59.2 to promptly notify the Disclosing Party of any unauthorized release, disclosure or access to the Confidential Information or any part thereof;

59.3 will never disclose Confidential Information to any third party;

59.4 to prevent Confidential Information from being leaked or stolen;

59.5 to take adequate remedial measures and notify Disclosing Party without delay when a leak or steal occurred or is likely to occur;

59.6 to take measures to prevent Confidential Information from becoming publicly accessible and notify Disclosing Party without delay when the authority requests for disclosure;

59.7 only disclose, for the purpose of your Purchase, confidential information to the personnel of Receiving Party who have a need to know such Confidential Information to perform activities contemplated under your Purchase, who has entered into a confidentiality agreement with the Receiving Party, under which confidentiality obligations equivalent to the provisions hereunder, to the extent necessary and in the form necessary, and guarantee that such personnel comply with confidentiality obligations under this Confidentiality Clause; and

59.8 at the request of Disclosing Party, return or destroy the Confidential Information as required by the Disclosing Party and issue a written statement to the Disclosing Party recording the fact of return or destruction.

60. For any disclosure other than the purpose of your Purchase, Receiving Party shall obtain the written consent of the Disclosing Party before any Confidential Information can be disclosed.

61. If either Party breaches its confidentiality obligation under your Purchase, such Party shall be liable for breach of your Purchase (including but not limited to the attorney's fee, arbitration fee, travel fee, evaluation fee, printing fee, and audit fee for investigating liabilities for breach of your Purchase). Parties acknowledge that damages may not be an adequate remedy for the breach of any of the confidentiality provisions hereunder. Accordingly, without prejudice to any other rights and remedies it may have, the observant Party shall be entitled to seek the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the confidentiality provisions under your Purchase.

62. KEYSECURE may outsource its obligations under your Purchase to any third party and KEYSECURE is allowed to disclose any relevant and necessary Confidential information to the third party for the purpose of such outsourcing services engaged.

Audit

63. KEYSECURE reserves the right to conduct an audit of your use of the Product, either with reasonable prior notice or at the direction of applicable authorities (if it is directed by applicable authorities, no prior notice will be provided) to ensure compliance with KEYSECURE internal policies or with relevant laws and regulations. Such audits will be conducted in a manner that does not unduly disrupt your normal business activities.

64. You agree to fully cooperate with KEYSECURE during the audit, providing reasonable assistance and access to information as requested. This may include, but is not limited to, running KEYSECURE's data measurement tools on your systems or servers and sharing the results. Any costs you incur while assisting in the audit will be solely borne by you.

65. If the audit reveals any non-compliance, you agree to correct the issue within five (5) business days of receiving written notification. If the audit reveals any non-compliance to the licensing commercial model that requires you to top up the cost for the non-compliance period, you agree to make good the payment within five (5) business days of receiving written notification. Failure to resolve the non-compliance may result in KEYSECURE terminating (a) your use of the Products and (b) the licenses granted through the Purchase.

66. KEYSECURE will handle all information obtained during the audit as confidential and will use it exclusively to ensure compliance with internal policies and applicable laws and regulations.

Termination

67. Termination for material breach. Either party may immediately terminate your Purchase if the other Party commits a material breach under your Purchase, provided that the breach:

67.1 is not capable of remedy; or

67.2 if capable of remedy, is not remedied to the non-breaching party's reasonable satisfaction within thirty (30) days of service of a notice requesting such remedy.

68. Termination for Insolvency Event. Either Party may terminate your Purchase if the other Party:

68.1 becomes insolvent or is unable to meet its debts;

68.2 a petition for an administration order is filed at any court;

68.3 or goes into liquidation whether voluntarily (save for the purpose of permitted amalgamation or reconstruction) or compulsorily;

68.4 seeks re-organisation or to effect a plan or other arrangements with creditors;

68.5 applies for, consents to, acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property; or

68.6 passes a resolution for its winding up or a court of competent jurisdiction makes an order for its winding up which is not dismissed within seven (7) days.

(collectively "Insolvency Event")

69. Without limiting any other right set out under your Purchase, KEYSECURE may at any time terminate the contractual relationship with you or suspend the provision of the service and/or product if:

69.1 you do anything that KEYSECURE reasonably considers has given rise to, or is likely to give rise to, a material risk that KEYSECURE might not be able to comply with any applicable law;

69.2 KEYSECURE reasonably believes this is necessary to protect the security or integrity of the service and/or product;

69.3 you do anything that materially damages the reputation or brand of KEYSECURE;

69.4 you harm or misuse the service and/or product or bring the service and/or product into disrepute;

69.5 there is a change in control in your organisation, including but not limited to by way of merger and acquisition, wherein in relation to an entity which is controlled by a person, that person ceasing to do so, or any other person acquiring control of it where the ownership, directly or indirectly, in the aggregate of more than fifty percent (50%) of the beneficial ownership interest of the entity and/or the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise; or

69.6 in any other circumstances prescribed by laws or where in KEYSECURE's sole discretion, the ongoing provision of the service and/or product is unable to comply with the relevant laws at that point of time. Termination of contractual relationship and suspension and/or termination of KEYSECURE's obligations and provision of the service and/or product as a result of such regulation prescribed by law shall not be deemed as a breach of contract by KEYSECURE.

70. Except stated otherwise in your Purchase, any termination of your Purchase does not affect:

70.1 either Party's rights in respect of any breach of your Purchase occurring before such termination;

70.2 either Party's liabilities incurred prior to such termination;

70.3 your obligation to pay sums due to KEYSECURE which have accrued and payable prior to the date of termination; and/or

70.4 the obligations of the Parties to perform any other act under your Purchase which was due before such termination.

71. As part of KEYSECURE's due diligence, you hereby agree that you shall cooperate with KEYSECURE to conduct its internal compliance policy ("KYC") on you. KEYSECURE hereby reserve the right to suspend, rescind or terminate the contractual relationship with you unilaterally with immediate

effect and without any liability in the event you have failed the KYC requirement in accordance to KEYSECURE's internal compliance policy.

72. Upon termination the contractual relationship between you and KEYSECURE, you shall (i) have no right to use and access the service and/or product; (ii) settle and pay all outstanding payment and/or liquidated damages (if any) due and payable to KEYSECURE within five (5) Business Days failing which, without prejudice to any other clauses and provisions, KEYSECURE is entitled to collect such outstanding payment by automatic deduction from the Assets without your consent ; and (iii) have no right to any refund for any payment that have been made to KEYSECURE. Upon such termination, KEYSECURE shall no longer have the obligation to provide the service and/or product.
73. Termination of our contractual relationship shall not bring to an end to any clauses and provisions which by their nature are intended to survive termination or expiry of your Purchase.

Consequences Of Termination

74. Upon termination of the Purchase for any reason:
    74.1 KEYSECURE shall immediately cease all Services and Product, including but not limited to access to the wallets and APIs.
    74.2 Your access credentials will be disabled, and all associated accounts will be locked.
75. Within 14 days of termination, KEYSECURE will reconcile your account balances and provide a statement of account. You must settle all outstanding fees, charges, and obligations within 30 days of the statement date ("Outstanding Fee Payment Period"). Following this period, and subject to applicable laws and regulations, any remaining positive balance will be transferred to your designated withdrawal account within 30 business days ("Positive Balance Return Period").
76. You must withdraw any remaining digital assets from your account(s) within 15 business days after the Positive Balance Return Period. If you fail to do so, KEYSECURE may charge reasonable custodial or administrative fees.
77. All intellectual property rights, including but not limited to trademarks, patents, copyrights, and trade secrets, provided or developed by KEYSECURE, shall remain the sole and exclusive property of KEYSECURE.
78. You shall immediately cease all use of KEYSECURE's intellectual property upon termination and return or destroy any materials containing such intellectual property, as instructed by KEYSECURE.
79. If you have been provided limited access to the source code in any of the Product, such access shall immediately terminate, and you shall delete or return all copies of the source code in their possession, as per KEYSECURE's instructions.
80. KEYSECURE shall retain and securely store transaction records and your data in compliance with applicable laws, regulations, and internal data retention policies. Upon written request and where permissible, KEYSECURE shall provide you with a copy of relevant transaction data within a reasonable timeframe. All proprietary or confidential information of KEYSECURE shall be returned or destroyed as instructed by KEYSECURE.
81. Any provisions of the Purchase that by their nature are intended to survive termination (including but not limited to clauses regarding confidentiality, liability, intellectual property, and dispute resolution) shall remain in full force and effect.
82. KEYSECURE reserves the right to defer or withhold the disbursement of funds or assets under the following circumstances: (i) where such action is necessary to ensure compliance with applicable legal or regulatory requirements, including but not limited to obligations under anti-money laundering (AML) and counter-terrorism financing (CTF) laws; and/or (ii) where directed to do so by a competent governmental, regulatory, or judicial authority.

Liens & Set Offs

83. 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
84. 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.
85. 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).
86. 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.

Compliance with Law and Ethics

87. Parties shall comply with all applicable laws in performing its respective obligations under your Purchase and shall have in place an appropriate code of ethics that commits each Party to working in an ethical manner regarding the avoidance of fraud and corrupt practices, combatting slavery and human trafficking, recognising employee rights and protecting the environment.
88. Parties shall comply the Prevention of Corruption Act 1960 and use all reasonable endeavours to ensure that respective personnel, subcontractors and all others associated with Parties involved in performing services for or on behalf of or otherwise involved with this contractual relationship so comply.
89. Aforementioned commercial bribery conducted by any personnel of either Party shall be deemed as the Party's act. If a Party violates this regulation, the observant Party may stop all cooperation with the delinquent Party and have the right to terminate your Purchase, take measures such as pausing delivery and service, freezing all accounts payable against the delinquent Party according to law. If the observant Party suffers from the commercial bribery of the delinquent Party, the delinquent Party shall bear the relevant losses.
90. KEYSECURE reserves the right, at its sole discretion, to manage, suspend, freeze and terminate your user accounts and/or your end-user accounts ("user accounts"), including in but not limited to circumstances where any other Government authority or regulator, including any law enforcement agencies has made any suggestion, direction or instruction to take such action in respect of any user accounts or where the user account has breached KEYSECURE internal governance policies or local regulatory policies or local law.
91. Non-Disclosure to End-Users or Third Parties: You agree not to share any information with end-users or any third parties if you are notified by KEYSECURE that those end-users are under investigation by the authorities. You acknowledge that you are aware that disclosing such information could violate applicable laws or regulations and you will be held solely responsible for such actions.
92. Legal Compliance: Some regulations make it illegal to inform others (especially the person under investigation) that they are being investigated. Violating this could harm the investigation.
93. Co-operation with compliance and authorities: By agreeing to these terms, you commit to fully cooperate with KEYSECURE's compliance team and any authorities. Unless explicitly stated otherwise by the authorities, any actions or cooperation must happen without notifying the end-users involved.

Restrictions

94. In response to the policies of various countries and regions around the world, KEYSECURE does not provide services or products to users in the following non-exhaustive countries and regions, as at the Effective Date: Iraq, Cuba, Iran, North Korea, Sudan, Syria, Guam, Bangladesh, Ecuador, Mainland China, Kyrgyzstan and Mariana Islands, and any other provided in the Sanctions ("Prohibited Countries").

95. You hereby acknowledge that the above list of Prohibited Countries is not exhaustive and shall always be pegged to and updated according to the relevant policy changes automatically. You shall use commercially reasonable endeavours to ensure that services through the service and/or products are not provided to users in any prohibited countries. You further acknowledge that if you apply the system developed by KEYSECURE to provide services to end-users in any prohibited countries and regions, KEYSECURE shall not be liable for all legal consequences including but not limited to civil, criminal and administrative. You shall solely and exclusively comply with any such policy, regulation and law of the relevant jurisdiction, in connection with your own business or any commercial activity.

96. You also acknowledge that in the event there is any such breach, violation or infringement of any policy, regulation or law of any jurisdiction, you shall indemnify, defend and hold harmless KEYSECURE (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, directly or indirectly, arising from the aforementioned responsibility to comply with all applicable laws.

97. You acknowledge that KEYSECURE is providing the service and/or product merely on the nature of a technical service provider and in the event that there is any uncertainty or ambiguous to any relevant policy and/or list of Prohibited Countries and/or legal concerns, you shall obtain legal advice from your legal professionals that are licensed to practice law in the jurisdictions and/or area of law where you may be concerned with.

98. In order to realize the restrictions of the above countries and regions, KEYSECURE may be performing the following (but shall not be limited to at any point of time) in relation to the service and/or product:

    98.1 restrict the relevant country/region codes to prevent new users whose mobile numbers belong to the Prohibited Countries to register for accounts; and/or

    98.2 carry out basic phone number verification for all your end-users for the purposes of preventing end-users from Prohibited Countries to use the relevant services. However, you shall remain solely and exclusively responsible for performing all KYC requirements under the applicable laws.

Notices

99. Any notice, communication and/or information to be given in connection with your Purchase (each, a "Notice"):

    99.1 must be in writing in English;

    99.2 must be addressed to the Party to whom it is to be given ("Addressee") at the address or e-mail address set out in the Order Form or to any other address or e-mail address as notified by the Addressee for the purposes of this clause;

    99.3 must be either:

        99.3.1 delivered by hand or sent by pre-paid registered post (by registered airmail in the case of international service) to the Addressee; or

        99.3.2 sent by e-mail to the Addressee's e-mail address; and

        99.3.3 is deemed to be received by the Addressee in accordance with this Notice Clause.

100. A Notice sent according to this Notice Clause shall be deemed to have been received:

    100.1 if delivered by hand, at the time of delivery;

100.2 if sent by pre-paid registered post, on the second Business Day after the date of posting (or if sent by registered airmail, on the sixth Business Day after the date of posting); or

100.3 if sent by e-mail, at the time of receipt into the recipient's electronic mail server,

except that if a Notice is received on a day which is not a Business Day or is after 5.30 p.m. (Addressee's time) on a Business Day, it shall be deemed to have been received at 9:30 a.m. (Addressee's time) on the following Business Day.

101. If either Party changes its mailing address or contact information, it shall notify the other Party in writing on the day of the change, otherwise the original contact information provided in the Order Form shall prevail. If either Party violates the foregoing provisions, unless otherwise provided by law, the changing Party shall be liable for the resulting effects and losses.

Force Majeure

102. "Force Majeure" means:

102.1 In relation to either Party, any circumstances and conditions render it non-performance or delay in performance under your Purchase, including but without limitation to acts of God, flood, fire, storms, droughts, typhoons, earthquakes, and social events such as war (whether declared or not), turmoil, strikes, government actions, policies or laws, and any other circumstances of similar nature which is directly or indirectly beyond the control of the parties under your Purchase, unforeseeable and unavoidable; and

102.2 Any circumstance and conditions directly or indirectly affected, contributed and/or caused by Clause (i) above, including but without limitation to hacking (eg. DDoS attacks), equipment failures, network failures, service failures caused by power outages of cloud service providers, management failures, or digital currency damage/loss caused by and not limited to viruses and bugs, and any other circumstances of similar nature.

103. Save for payment obligation, if either Party is affected by Force Majeure, it shall forthwith notify the other Party in writing within three (3) Business Days after occurrence of the Force Majeure event and shall within fourteen (14) Business Days thereafter, provide the other Party with written proof causing the failure or delay in performance of obligations in whole or in part under your Purchase.

104. Save for payment obligation, neither Party shall be deemed to be in breach of your Purchase, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations to the extent that such delay or non-performance is due to any Force Majeure, and the time for performance of that obligation shall be suspended and extended accordingly.

105. Save for payment obligation, if the Force Majeure in question prevails for a continuous period in excess of three (3) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or the agreeing upon such alternative arrangements as may be fair and reasonable to minimize possible losses. After the Force Majeure situation or event has disappeared, both Parties shall continue to perform respective obligations under your Purchase within a reasonable agreed time.

Governing Law and Dispute Resolution

106. Both Parties agree that the Purchase shall be governed by and construed in accordance with the laws of Hong Kong, excluding conflict of laws.

107. Any dispute, controversy, difference, or claim arising out of or relating to the Purchase, including any question regarding its existence, validity, interpretation, performance, breach, or termination ("Dispute"), shall first be resolved through good faith negotiations between the Parties. The Parties shall first attempt to resolve the Dispute through discussions between senior management representatives. If the Dispute remains unresolved, each Party shall promptly designate a representative with decision-making authority to continue negotiations in good faith with a view to resolving the Dispute amicably.

108. If the Dispute is not resolved within thirty (30) days from the commencement of negotiations, or if the Parties fail to commence negotiations within such period, the Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules in force at the time the Notice of Arbitration is submitted, which rules are deemed to be incorporated by reference into this clause.

108.1 The seat (legal place) of arbitration shall be Hong Kong.
108.2 The arbitral tribunal shall consist of one (1) arbitrator.
108.3 The language of the arbitration shall be English.

The arbitral award shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

109. Nothing in this clause shall prevent either Party from seeking urgent interim or injunctive relief from any court of competent jurisdiction where such relief is necessary to protect its rights pending the constitution of the arbitral tribunal.

Miscellaneous

110. ENTIRE AGREEMENT. This Terms, the Specific Terms and Conditions and your relevant Order Form contain the whole agreement between you and KEYSECURE relating to the subject matter stated in the Order Form and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

111. BINDING EFFECT. This Terms, the Specific Terms and Conditions and the Order Form shall be binding upon the Parties and its permitted legal assigns and successors in title by operation of law or otherwise.

112. VARIATION. No variation of your Purchase shall be effective unless it is in writing and signed by the Parties (including respective authorised representatives).

113. SEVERANCE. Illegality, invalidity or unenforceability of any provision in your Purchase under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction and the legality, validity or enforceability of other provisions of your Purchase

114. ASSIGNMENT. You shall not assign any of its rights under your Purchase without the prior consent of KEYSECURE. Your Purchase shall apply to, and be binding in all respects upon, and inure to the benefit of the permitted legal assigns and successors in title by operation of law or otherwise.

115. PROVISION OF PRODUCTS AND/OR SERVICES BY THIRD PARTIES. KEYSECURE may, in its sole discretion, engage affiliates, subcontractors, custodians, infrastructure providers, or other third-party service providers to perform any part of the Products and/or Services, including custody-related functions. KEYSECURE may provide the Products and/or Services on a bundled, white-label, or rebranded basis and may independently determine the pricing charged to its customers. KEYSECURE shall remain responsible for the performance of its obligations under the Purchase. Certain custody

functions may be performed by third-party custodians engaged by KEYSECURE and KEYSECURE does not itself act as the custodian of customers assets.

116. THIRD-PARTY RIGHTS. A person who is not a party to your Purchase shall not have any right to enforce any term under your Purchase, but it does not affect any right or remedy of a third party which exists or available apart from that Act.

117. REMEDIES. No remedy conferred by any of the provisions under your Purchase is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.

118. WAIVER. Any Party fails to exercise or delay the exercise of any right or remedy hereunder shall not be deemed a waiver of rights or remedies by any Party. No separate or partial exercise of rights or remedies can prevent exercise of further or other rights or remedies, or to prevent other exercise of the rights or remedies.

119. FURTHER ASSURANCE. Parties agree to do everything reasonably necessary at its own expenses to give effect to your Purchase and any transactions contemplated by it including but not limited to the execution of documents, and to use all reasonable endeavours to cause relevant third parties to do likewise.

120. NO PARTNERSHIP OR AGENCY. Nothing in your Purchase is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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