

GENERAL TERMS AND CONDITIONS

("TERMS")

KYC-CHAIN SERVICES

Last Updated: March 17, 2026

1. DEFINITIONS

1.1. For the purpose of these Terms:

- 1.1.1. **"Affiliate"** shall mean, with respect to any specified entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with the specified entity. For purposes of this definition, **"control"** (including the terms "controlling," "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise; this includes any entity which is a parent company or a subsidiary of the specified entity, or any entity that is a subsidiary of a parent company of the specified entity;
- 1.1.2. **"Confidential Information"** means information in whatever form (including, without limitation, in written, oral, visual, or electronic form or on any magnetic or optical disk or other technological means of storage) relating to (i) a Party's products, affairs, business, technology, finances and know-how; or (ii) information that it would be apparent to a reasonable person is information of a confidential and or proprietary nature, in each case disclosed directly or indirectly before, on or after the date of this Agreement and whether or not marked "confidential," "secret," "proprietary" or similar, if otherwise is not mentioned herein;
- 1.1.3. **"Contractual Currency"** means the currency in which amounts are denominated, invoiced, charged and paid under the Agreement, including under the Services Agreement or the Online Order Details, as applicable;
- 1.1.4. **"Customer"** means the legal entity, sole proprietor or other person acting in the course of a trade, business, profession or occupation that enters into the Agreement with KYC-Chain, whether by being identified in an Order Form or by creating an Account, accepting the Terms, placing an online order or otherwise accessing or using the Services through the self-service flow. If an individual accepts the Agreement on behalf of an entity, that entity is the Customer and such individual represents and warrants that he or she is authorized to bind it;
- 1.1.5. **"Customer Data"** means any data, content, files, notes, images, or other materials of any type that Customer (including any of its Individual Users) may submit to Services, including Personal Data, as defined in the DPA; for the avoidance of doubt, Customer Data includes Customer's Individual User's data, including personal data. In this context, **"submit"** (and

any similar term) includes submitting, uploading, transmitting, or otherwise making Customer Data available to or through Services;

- 1.1.6. **"Effective Date"** means (a) for a Services Agreement, the date stated in the applicable Order Form or Services Agreement; and (b) for the self-service contracting route, the date on which Customer first accepts the Terms, creates an Account, purchases a subscription, pays Fees, or accesses or uses the Services, whichever occurs first;
- 1.1.7. **"Individual User"** means any natural person authorized by Customer to access or use the Services through a unique user account or other credentials under the Agreement;
- 1.1.8. **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.1.9. **"KYC-Chain"** means KYC-Chain Limited, a company incorporated and registered in Hong Kong, SAR;
- 1.1.10. **"Laws"** means all applicable laws, regulations, codes, and statutes from time to time in force;
- 1.1.11. **"Maintain"** means the actions taken by KYC-Chain to ensure the continuous and efficient operation, availability, security, support and legal compliance of the Services, including updates, patches, troubleshooting, monitoring, logging, backup and recovery, abuse prevention, and other technical interventions necessary to sustain the integrity and functionality of the Services. For the avoidance of doubt, "Maintain" does not authorize KYC-Chain to use Customer Data for product development, benchmarking, model training or service improvement for KYC-Chain's own purposes except where such processing is expressly permitted by the DPA, is carried out on Customer's documented instructions, or uses information that has been irreversibly anonymized so that it no longer constitutes personal data.
- 1.1.12. **"Provide"** means the act of delivering, making available, or furnishing the Services by KYC-Chain to Customer, including any activities required to ensure the full utilization and functionality of the Services; this includes, but is not limited to, enabling access to the KYC-Chain platform, applications, or related services through any electronic means; facilitating interactions with the features and functionalities of the Services for the purposes defined in the Agreement;
- 1.1.13. **"SLA"** means a service level agreement separately signed by the Parties in connection with a Services Agreement and forming part of the Agreement only for the Services

expressly identified in that Services Agreement and only with respect to the service levels, support commitments and related remedies expressly addressed in it;

- 1.1.14. **"Service Term"** means, as applicable, the service term stated in the Order Form or the Subscription Term applicable under Addendum B, including any renewals;
- 1.1.15. **"Services"** means KYC-Chain's proprietary electronic services, software, platform, APIs, reports, data connections, reference materials, documentation and related services made available by KYC-Chain, whether provided under a separately executed Services Agreement or under Addendum B through the Website or Platform;
- 1.1.16. **"Special Category Personal Data"** has the meaning defined under Article 9(1) of the European Union Regulation 2016/679 or any successor legislation;
- 1.1.17. **"Fee"** or **"Fees"** means any subscription, implementation, licence, usage-based, monitoring, support, top-up, add-on, pass-through, custom work or other fee payable by Customer under the Agreement;
- 1.1.18. **"Addendum B"** means Addendum B (Online SaaS Subscription Agreement) attached to or incorporated into these Terms;
- 1.1.19. **"Online Order Details"** means the plan, billing interval, prices, Fees, usage metrics, entitlements, limits, enabled features, support level and other commercial terms displayed in the pricing page, checkout flow, order confirmation, customer portal, admin console or other KYC-Chain interface at the time of the relevant purchase, renewal, upgrade, top-up or use;
- 1.1.20. **"Platform"** means the KYC-Chain website, customer portal, management platform, APIs and any related online interface through which KYC-Chain makes the Services available;
- 1.1.21. **"Subscription Term"** means the initial billing interval selected by Customer under Addendum B and each renewal term thereafter.
- 1.1.22. **"Account"** means any user, administrative, billing, API or service account, profile or login credential created or maintained by or for Customer or an Individual User in connection with the Services;
- 1.1.23. **"Account Balance"** means any prepaid monetary amount, stored credit or similar balance recorded by KYC-Chain for Customer in the Platform and available to be applied by KYC-Chain against Fees as they accrue;
- 1.1.24. **"Customer Account"** means any master account, workspace, tenant, subscription instance, administrative account or billing account maintained by or for Customer in connection with the Services;
- 1.1.25. **"Request"** means any API call, screening request, lookup, query, submission, batch action, retry, duplicate transmission or other processing request submitted to the Services

using Customer's or its Individual Users' credentials, whether manually, programmatically or otherwise;

- 1.1.26. **"Website"** means any public-facing KYC-Chain website, pricing page, landing page or similar online interface through which KYC-Chain markets, offers or makes available the Services; and
- 1.1.27. **"User"** or **"Users"** means, for purposes of Addendum B only, an Individual User or Individual Users, as applicable.

2. ACCEPTANCE AND MODIFICATIONS

2.1. KYC-Chain makes the Services available through either (a) a separately executed services agreement, order form, statement of work or similar signed document, or (b) a self-service online contracting route governed by Addendum B.

2.2. By executing a Services Agreement, or by accessing, using, registering for, continuing to use, paying for, or accepting the Services through any electronic means, including any checkbox, click-through, sign-up, checkout, top-up, feature activation or similar mechanism, Customer agrees to be bound by the Agreement.

2.3. Customer represents and warrants on an ongoing basis that it is entering into the Agreement in the course of business and that the individual accepting the Agreement on its behalf is duly authorized to bind it.

2.4. KYC-Chain may amend, modify or update the Terms, Addendum B, pricing, plans, features, technical requirements, usage rules, supported integrations and other parts of the Agreement by posting an updated version on the Website, Platform or Customer account portal, or by other reasonable electronic notice. Unless a later effective date is stated, such changes are effective when published.

2.5. Customer's continued access to or use of the Services, renewal, top-up, purchase or feature activation after publication of a change constitutes acceptance of that change.

2.6. Notwithstanding clauses 2.4 and 2.5, no amendment to the DPA or Schedule 1 to the DPA that materially reduces the protection afforded to Customer Data or changes the transfer mechanism relied upon under applicable law shall bind Customer unless agreed in writing by the Parties, except where such amendment is required by applicable law or is made solely to reflect changes to authorized Subprocessors in accordance with the DPA.

3. AGREEMENT

3.1. KYC-Chain offers the Services to Customer under two contracting routes, and KYC-Chain and Customer are referred to herein collectively as the **"Parties"** and each as a **"Party"**:

- 3.1.1. the enterprise route, where the Parties enter into a separately executed services agreement, order form, statement of work or similar signed document (collectively, the "**Services Agreement**"); and
- 3.1.2. the self-service route, where Customer acquires or uses the Services through online acceptance or purchase without a separately executed Services Agreement, in which case Addendum B (Online SaaS Subscription Agreement) ("**Addendum B**") applies.
- 3.2. For the enterprise route, the full agreement between the Parties in respect of the applicable Services (the "**Agreement**") is comprised of:
 - 3.2.1. the Services Agreement, including the Order Form and any statement of work expressly incorporated into it;
 - 3.2.2. these General Terms and Conditions (the "**Terms**");
 - 3.2.3. the Service Level Agreement ("**SLA**"), if separately signed by the Parties; and
 - 3.2.4. the Data Processing Addendum attached hereto as Addendum A (the "**DPA**").
- 3.3. For the self-service route, the Agreement is comprised of:
 - 3.3.1. Addendum B;
 - 3.3.2. these Terms;
 - 3.3.3. the applicable online order details, including the relevant plan, billing interval, pricing, Fees, usage metrics, entitlements, limits and other commercial terms presented by KYC-Chain through the pricing page, checkout flow, order confirmation, customer portal, admin console or other KYC-Chain interface at the time of the relevant purchase, renewal, upgrade, top-up or use (the "Online Order Details"); and
 - 3.3.4. the DPA.
- 3.4. Except as expressly stated otherwise, if there is a conflict or inconsistency:
 - 3.4.1. the DPA prevails to the extent the conflict relates to the processing of personal data;
 - 3.4.2. for the enterprise route, the Services Agreement prevails over the SLA and these Terms, and the SLA prevails over these Terms solely with respect to service levels and support commitments expressly addressed in the SLA;
 - 3.4.3. for the self-service route, the Online Order Details prevail solely with respect to plan-specific commercial terms, feature entitlements, usage metrics, Fees and billing interval, Addendum B prevails over these Terms, and these Terms apply except to the extent so modified;

- 3.4.4. unless expressly stated in a signed writing, Addendum B does not apply to Services governed by a separately executed Services Agreement, and a Services Agreement does not apply to Services acquired solely under the self-service route;
- 3.4.5. Notwithstanding clauses 3.4.1 to 3.4.4 or any other provision of the Agreement, clauses 14.15 and 14.16 shall prevail over any inconsistent term in any Services Agreement, Order Form, statement of work, SLA, Addendum B, Online Order Details, purchase order or other document, unless KYC-Chain expressly agrees otherwise in a written instrument signed by an authorized signatory of KYC-Chain that specifically refers to clauses 14.15 and 14.16.
- 3.5. No purchase order, vendor onboarding form, procurement portal terms or other customer terms and conditions will amend the Agreement or have any force or effect, even if acknowledged, referenced or processed by KYC-Chain.

4. CUSTOMER DATA

- 4.1. Customer retains all rights, titles, and interests in and to the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Customer Data (including applicable privacy and data protection Laws).
- 4.2. KYC-Chain collects certain data and information about Customer and Individual Users in connection with the Customer's and its Individual Users' use of the Services and otherwise in connection with the Agreement. To the extent KYC-Chain processes Customer Data on Customer's behalf in connection with the provision of the Services, such processing is governed by the DPA. To the extent KYC-Chain collects or generates personal data relating to Customer's representatives or Individual Users for contracting, account administration, identity and access management, billing, payment processing, service communications, customer support, incident management, fraud prevention, security logging, abuse prevention, or legal and regulatory compliance, KYC-Chain acts as an independent controller for that processing and may process such data for those purposes in accordance with applicable law and KYC-Chain's applicable privacy notice or other notice made available by KYC-Chain.
- 4.3. Customer and its use of Services must comply at all times with these Terms stipulations and all applicable Laws. Customer represents and warrants that:
 - 4.3.1. Customer has obtained all necessary rights, releases, and permissions for KYC-Chain to perform its obligations under this Agreement and to submit all Customer Data to Services and to grant the rights granted to KYC-Chain in the Agreement, and
 - 4.3.2. Customer Data and its submission and use as Customer authorizes in these Terms stipulations will not violate (1) any Laws, (2) any third-party Intellectual Property Rights, privacy, publicity, or other rights, or (3) any of the Customers' or third-party policies or terms governing Customer Data. KYC-Chain assumes no responsibility or liability for Customer Data, and Customer is solely responsible for Customer Data and the consequences of submitting and using it with the Services.

4.4. Customer shall not submit to the Services, or use the Services to collect, (a) Special Category Personal Data, (b) personal data relating to criminal convictions and offences or related security measures, or (c) national identification numbers, copies of official identity documents or similar identifiers to the extent regulated by applicable law, unless Customer has determined and documented a valid legal basis and has provided all required notices to data subjects, and has instructed KYC-Chain in writing regarding any required restrictions or safeguards. KYC-Chain may suspend or refuse the processing of such data where KYC-Chain reasonably believes the proposed processing would infringe applicable Laws. Except to the extent caused by KYC-Chain's breach of this Agreement or applicable law, KYC-Chain shall have no liability for any such data submitted in breach of this clause 4.4.

4.5. KYC-Chain has no obligation to monitor any content uploaded to the Services by Customer and Individual Users. Nonetheless, if KYC-Chain deems such action necessary based on the Customer's violation of these Terms stipulations, KYC-Chain may suspend the Customer's access to the Services. KYC-Chain will use reasonable efforts to provide Customer with advance notice of removals and suspensions when practicable, but if KYC-Chain reasonably determines that the Customer's or Individual User's actions endanger the operation of the Services, KYC-Chain may suspend the Customer's access immediately without notice. KYC-Chain has no liability to Customer for suspending the Customer's access to the Services.

4.6. Customer grants KYC-Chain a non-exclusive, royalty-free, worldwide license during the Service Term to use Customer Data to perform KYC-Chain's obligations under the Agreement.

4.7. KYC-Chain may, without liability and without prejudice to its other rights under this Agreement, suspend, restrict, disable, quarantine or otherwise modify access to the Services, any feature, integration, data flow or account, and may take any other reasonably necessary protective action, where KYC-Chain reasonably believes that: (a) continued provision or access creates or materially increases a security risk, Personal Data Breach risk, service integrity risk or risk of harm to KYC-Chain, its systems, other customers or third parties; (b) Customer's use, instructions or Customer Data are unlawful or likely to infringe applicable law; (c) a court, regulator, competent authority, infrastructure provider or third-party service provider requires or reasonably necessitates such action; or (d) such action is reasonably necessary to preserve the availability, confidentiality or integrity of the Services.

4.8. Customer acknowledges that the Services may rely on Customer Data, public records, sanctions lists, watchlists, blockchain analytics, company registries, identity-verification providers and other third-party data sources or services. KYC-Chain does not represent or warrant that any third-party source or service will be complete, current, uninterrupted or error-free, and KYC-Chain may modify, replace or discontinue any such source or service where reasonably necessary for legal, regulatory, security, commercial or operational reasons, provided that any replacement that constitutes a Subprocessor remains subject to the DPA and such change does not materially reduce the core functionality expressly purchased by Customer.

4.9. Where any company registry search, company registry data, corporate document retrieval, entity verification, company check or similar corporate-records service made available through the Services (collectively, the "**Company Checks Services**") is provided by or through Kyckr,

Customer's access to and use of the relevant Company Checks Services is conditional upon Customer's acceptance of, and ongoing compliance with, the applicable Kyckr end-user agreement and related terms available at: <https://www.kyckr.com/legal/reseller-terms-and-conditions> as updated by Kyckr from time to time. Such terms are hereby incorporated into this Agreement by reference solely with respect to the relevant Company Checks Services. If Customer does not accept, or ceases to comply with, such terms, KYC-Chain may immediately suspend or discontinue the affected Company Checks Services without liability. To the extent of any conflict between such Kyckr terms and this Agreement in relation to the relevant Company Checks Services, such Kyckr terms shall prevail solely to the minimum extent necessary to permit the lawful and operational provision of the relevant Company Checks Services by KYC-Chain and/or Kyckr.

5. DATA PROTECTION

5.1. Nothing in these Terms stipulations prevents KYC-Chain from disclosing Customer Data to the extent required by Laws or court orders, but KYC-Chain will use commercially reasonable efforts to notify Customer where permitted to do so.

5.2. To the extent Customer Data is personal data subject to EU Data Protection Laws and is processed by KYC-Chain on the Customer's behalf, the DPA applies. Schedule 1 to the DPA applies only to the extent required for a transfer of such personal data to a third country under Chapter V GDPR.

5.3. To the extent Customer Data is personal information subject to CCPA (as defined in the DPA) and is processed by KYC-Chain on the Customer's behalf, Schedule 2 to the DPA applies.

5.4. To the extent any Customer Data constitutes personal data subject to the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, Schedule 3 to the DPA applies.

6. ACCEPTABLE USE

6.1. Customer and each Individual User shall not misuse the Services or allow anyone else to do so.

6.2. Customer undertakes that during the course of its use of Services, it and its Individual Users shall not:

6.2.1. probe, scan, or test the vulnerability of any KYC-Chain system or network;

6.2.2. breach or otherwise circumvent any KYC-Chain security or authentication measures;

6.2.3. use Services to:

6.2.3.1. interfere with or disrupt any user, host, or network, for example, by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;

- 6.2.3.2. publish or share Customer Data that are pornographic or indecent or that contain extreme acts of violence or terrorist activity, including terror propaganda;
- 6.2.3.3. advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability or impairment;
- 6.2.3.4. post, upload, share, submit, or otherwise provide Customer Data that infringes KYC-Chain's or a third party's Intellectual Property Rights or other rights, including any privacy rights of publicity or proprietary or contractual rights;
- 6.2.3.5. post Customer Data that contains viruses, bots, worms, scripting exploits, or other similar materials;
- 6.2.3.6. post Customer Data that could otherwise cause proven damage to KYC-Chain or any third party;
- 6.2.4. harass or abuse KYC-Chain personnel or representatives or agents performing services on behalf of KYC-Chain;
- 6.2.5. violate Laws in any way, including storing, publishing, or sharing material that is fraudulent, defamatory or misleading; or
- 6.2.6. use the Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission,

and KYC-Chain reserves the right, without liability or prejudice to its other rights under this Agreement, to suspend and/or disable without notice the Customer's access to Services that breaches the provisions of this clause.

6.3. Subject to Customer paying the Fees and complying with the obligations set out in the Agreement and the other terms and conditions of this Agreement, KYC-Chain hereby grants to Customer a non-exclusive, revocable, non-transferable right, without the right to grant sublicenses except as otherwise expressly agreed by the Parties in writing, to use the Services during the Service Term (and to permit Customer's Individual Users to do so) solely for Customer's internal business operations, except to the extent otherwise expressly stated in the Services Agreement or the Online Order Details.

7. KYC-CHAIN'S OBLIGATIONS

7.1. KYC-Chain will provide the Services described in the applicable Services Agreement or Online Order Details in accordance with the Agreement.

7.2. Subject to the terms of the Agreement and receipt of the applicable Fees or valid payment authorization, KYC-Chain shall be obliged to provide the Services to Customer. If an SLA is separately signed by the Parties, KYC-Chain will use commercially reasonable efforts to meet the

service levels expressly stated in that SLA. Unless expressly included in the Services Agreement or Online Order Details, no implementation services, professional services or SLA commitments are included.

8. CUSTOMER OBLIGATIONS

8.1. Customer is obliged to pay Fees in accordance with the Agreement.

8.2. Customer shall be responsible for the integration of the Customer's infrastructure with the Services unless agreed otherwise.

8.3. Customer shall be responsible for informing KYC-Chain regarding each change of its invoicing or identification data.

8.4. Services are not transferable. Customer is strictly prohibited from licensing, reselling, otherwise transferring, or dealing with (e.g., publishing, renting, or allowing others to use) any KYC-Chain Services without the prior written consent of KYC-Chain—unless in order to fulfill its regulatory obligations and/or unless agreed otherwise between the Parties.

8.5. Customer and its Individual Users shall be strictly prohibited from directly or indirectly attempting to reverse-engineer, decrypt, disassemble, decompile, decipher, reconstruct, or reorient Services.

8.6. Customer shall be responsible for all customer service for the Customer's products regardless of their integration with the Services.

8.7. Customer shall use its best endeavors to prevent any unauthorized access to or use of the Services and, in the event of any such unauthorized access or use, promptly notify KYC-Chain.

8.8. By accepting these Terms and using the Services, Customer represents and warrants on an ongoing basis that:

8.8.1. if Customer is a corporate body, its representative warrants and represents that he/she is duly authorized to act on behalf of such a corporate body;

8.8.2. Customer is not, and is not owned or controlled by, any person that is the subject of any sanctions, embargoes or trade restrictions applicable to Customer or KYC-Chain, including any sanctions implemented in Hong Kong under the United Nations Sanctions Ordinance (Cap. 537) and any regulations made under it, and Customer shall not use the Services in any manner that would cause KYC-Chain to breach the United Nations Sanctions Ordinance (Cap. 537), any regulations made under it, the Weapons of Mass Destruction (Control of Provision of Services) Ordinance (Cap. 526), or any other applicable sanctions law binding on KYC-Chain or Customer.

9. RESPONSIBILITY FOR INDIVIDUAL USERS

9.1. Customer acknowledges and agrees that it is solely responsible for the actions, compliance and adherence to these Terms by its Individual Users. Customer shall ensure that all its Individual Users comply with the terms and conditions of the Agreement. Customer agrees to indemnify, defend and hold harmless KYC-Chain from and against any and all actions, claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any breach or alleged breach by any of Customer's Individual Users of the Agreement, or any claims brought by Individual Users against KYC-Chain, except to the extent otherwise expressly stated in the Agreement.

9.2. Customer shall be responsible for the following:

9.2.1. Granting access to Individual Users and managing their permissions within the Services;

9.2.2. Monitoring the use of the Services by Individual Users to ensure compliance with this Agreement;

9.2.3. Promptly notifying KYC-Chain of any unauthorized access or use of the Services by any Individual User.

10. PAYMENT TERMS

10.1. Customer shall pay all Fees specified in the Agreement, including the Services Agreement or, for the self-service route, the Online Order Details and Addendum B.

10.2. KYC-Chain may invoice, charge, auto-debit or deduct Fees using the payment method or account balance authorized by Customer, as applicable to the relevant contracting route.

10.3. Unless expressly stated otherwise in the Agreement, all amounts are due in the Contractual Currency and are payable without set-off, counterclaim, deduction or withholding, except for deductions or withholdings required by law.

10.4. All amounts are exclusive of taxes, duties, levies or similar governmental assessments, except taxes based on KYC-Chain's net income. Customer shall bear and pay all taxes arising from its purchase or use of the Services, other than taxes on KYC-Chain's net income.

10.5. If Customer fails to pay any undisputed amount when due, KYC-Chain may charge interest on the overdue amount at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower, and may suspend or restrict the Services until payment is made in full.

10.6. For the self-service route, recurring billing, automatic renewal, top-ups, account balance rules, pricing updates, usage-based deductions and related payment mechanics are governed by Addendum B and the applicable Online Order Details.

11. INTELLECTUAL PROPERTY

11.1. Customer acknowledges and agrees that KYC-Chain and/or its licensors own all Intellectual Property Rights to the Services, excluding Customer Data. Except as expressly stated

herein, this Agreement does not grant Customer any rights to, under or in, any KYC-Chain's Intellectual Property Rights or licenses, including in respect of the Services.

11.2. KYC-Chain confirms that it has all the rights in relation to the Services necessary to grant all the rights it purports to grant under and in accordance with the terms of this Agreement.

12. CONFIDENTIALITY

12.1. Except to the extent otherwise expressly stated in the Services Agreement or Addendum B, each Party in receipt of Confidential Information (the "**Receiving Party**") undertakes to the other that it will keep secret and will not, without the prior written consent of the other, disclose, or allow to be used or disclose, to any third party or make public any Confidential Information of the disclosing Party (the "**Disclosing Party**") pursuant to or otherwise in connection with this Agreement and the Services. The existence of this Agreement and the transactions it contemplates is Confidential Information.

12.2. A Party's Confidential Information shall not be deemed to include information that:

12.2.1. is (otherwise than by breach of this Agreement) in the public domain,

12.2.2. is in the lawful possession of the Receiving Party and

12.2.3. is independently developed by the Receiving Party, which independent development can be shown by written evidence.

12.3. A Party may disclose Confidential Information to the extent that:

12.3.1. such disclosure is required by law, by any court of competent jurisdiction, or by any inquiry or investigation by any government, official or regulatory body lawfully entitled to require such disclosure, provided that, so far as it is lawful and practicable to do so, the Receiving Party gives the other Party prior notice of the required disclosure; and

12.3.2. the Receiving Party shall, if legally permitted, cooperate reasonably with the other Party, at the other Party's cost, with a view to enabling the other Party to contest the disclosure or otherwise limit the timing, scope or content of the disclosure.

12.4. To the extent that it is necessary to implement the provisions of this Agreement, the Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, representatives, or subcontractors or as may reasonably be necessary for the purpose of this Agreement, provided the Receiving Party, before making such disclosure, shall make the recipients aware of their obligations of confidentiality contained in this Agreement and shall ensure that those recipients comply with the confidentiality obligations under this Agreement.

12.5. Upon termination of this Agreement, and if requested by notice, the Receiving Party shall return to the Disclosing Party within ten (10) days all Confidential Information and all documents or media containing Confidential Information to the extent practicable. Alternatively, if requested by notice, the Receiving Party shall confirm to the Disclosing Party that all Confidential Information

and all documents or media containing Confidential Information have been destroyed (to the extent technically practicable).

13. INDEMNITY AND LIABILITY

13.1. Subject to clause 13.7 and except as expressly stated in the Agreement:

13.1.1. KYC-Chain excludes all conditions, representations, warranties, and all other terms of any kind, whether express or implied by statute or common law, to the fullest extent permitted by applicable law, including without limitation any implied warranties or conditions of satisfactory quality or fitness for a particular purpose in respect of the Services and/or Intellectual Property Rights provided hereunder;

13.1.2. the Services and any materials or documents are provided to Customer on an "as is" basis; and

13.1.3. Customer assumes sole responsibility for results obtained from the use of the Services and for conclusions drawn by such use, and KYC-Chain shall have no liability for any damage caused by errors or omissions in any customer data, information, instructions, or scripts provided to KYC-Chain by Customer or its Individual Users in connection with the Services, or any actions taken by KYC-Chain at Customer's or its Individual User's direction.

13.2. With respect to this Agreement and the Services provided hereunder, KYC-Chain will have no duty or obligation (legal, contractual, or otherwise) to any person or third party.

13.3. Subject to clause 13.7 and except as expressly stated in the Agreement, in no event will KYC-Chain be liable to Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

13.3.1. loss of profits (whether direct or indirect);

13.3.2. loss of sales or business (whether direct or indirect);

13.3.3. loss of agreements or contracts (whether direct or indirect);

13.3.4. loss of anticipated savings (whether direct or indirect);

13.3.5. loss of or damage to goodwill (whether direct or indirect);

13.3.6. loss of use or corruption of software, data, or information (whether direct or indirect); and

13.3.7. any indirect or consequential loss.

13.4. Subject to clause 13.7 and unless a different cap is expressly stated in the Services Agreement or Addendum B, KYC-Chain's total aggregate liability to Customer, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with the Agreement shall not exceed the total Fees paid by Customer under the Agreement during

the twelve (12) months immediately preceding the first event giving rise to the claim. If the claim arises during a free trial, beta, evaluation or other period in which Customer has paid no Fees, KYC-Chain's total aggregate liability shall not exceed USD 100.

13.5. To the fullest extent permitted by applicable law, Customer agrees to, at its own expense, indemnify and keep KYC-Chain indemnified, defend, and hold KYC-Chain, its Affiliates, subsidiaries, licensees, successors, and assigns, and each of their respective officers, directors, employees, representatives, and agents (each, a "**KYC-Chain Entity**," and collectively, the "**KYC-Chain Entities**") harmless from and against any and all actions, causes of action, suits, claims, counterclaims, judgments, awards, settlements, penalties, liabilities, damages, losses, demands, costs, and expenses (including reasonable legal costs and expenses) (collectively, the "**Indemnified Liabilities**") incurred by KYC-Chain and/or any its Affiliate arising out of and/or in connection with:

- 13.5.1. any breach or alleged breach by Customer of its representations, warranties, covenants, or other obligations hereunder;
- 13.5.2. the Customer's performance or non-performance of its obligations hereunder;
- 13.5.3. any breach or alleged breach by Customer or its respective Affiliates, officers, directors, employees, representatives, and agents of any laws, rules, or requirements applicable. If, and to the extent that the foregoing undertaking is found by a court of competent jurisdiction to be illegal, unenforceable, or otherwise unavailable for any reason, Customer shall contribute to the payment and satisfaction of any and all Indemnified Liabilities to the maximum extent permissible under applicable law.

13.6. The rights of KYC-Chain and KYC-Chain Entities (the "**Indemnitee**") to indemnification hereunder will be in addition to any other rights any such Indemnitee has under any other agreement or instrument to which such Indemnitee is or becomes a party or of which such Indemnitee is or otherwise becomes a beneficiary (whether by operation of law, by contract or otherwise). Notwithstanding the foregoing or any other provisions hereof, the rights of the Indemnitees (other than KYC-Chain) hereunder may be exercised and enforced on their behalf exclusively by KYC-Chain and not by such other Indemnitees.

13.7. Nothing in this Agreement shall operate to exclude or restrict either Party's liability for (i) death or personal injury resulting from gross negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability to the extent such liability may not be excluded or limited as a matter of law in the territory in which liability arises.

13.8. Each Party shall use all reasonable endeavors to mitigate any loss and damage incurred by it or its Affiliates as a result of any breach by another Party of its obligations under this Agreement.

13.9. For the avoidance of doubt, nothing in this Section 13 or elsewhere in this Agreement shall exclude, restrict or limit any liability, remedy, right or protection to the extent that such exclusion, restriction or limitation is prohibited by applicable law, including any mandatory rights or remedies

arising under applicable Data Protection Laws and, where applicable, the Standard Contractual Clauses set out in Schedule 1 to the DPA.

- 13.10. The exclusions, disclaimers, defenses and limitations in this Section 13 are intended for the benefit of, and may be relied upon and enforced by, KYC-Chain and each KYC-Chain Entity.

14. GENERAL PROVISIONS

- 14.1. Neither Party shall be liable for any delay or failure to perform any obligation under this Agreement, other than payment obligations accrued before the relevant event, to the extent caused by events beyond its reasonable control, including failure or interruption of telecommunications, internet access, cloud or hosting providers, utilities, denial-of-service attacks, labor disputes, sanctions, acts of government, changes in law, epidemic, pandemic, natural disaster or civil unrest, provided that the affected Party uses reasonable efforts to mitigate the effect of the event and resume performance as soon as reasonably practicable.
- 14.2. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 14.3. There will be no waiver of any term, provision, or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving Parties.
- 14.4. Nothing in this Agreement shall be construed as legal, tax, or investment advice.
- 14.5. The Parties are independent contractors, and neither has the power or authority to assume or create any obligation or responsibility on behalf of the other Party or enter into any commitments for or on behalf of any other Party. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties or constitute any Party the agent of another party.
- 14.6. Except as otherwise specified herein or as otherwise mutually agreed upon by the Parties, each Party will bear its own costs of performing under this Agreement.
- 14.7. Each Party shall be liable for all taxes, duties, levies or tariffs or charges of any kind imposed by any governmental entity with respect to the net income recognized by such Party in connection with this Agreement.
- 14.8. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect, and the application of such provision to other Persons or circumstances will be interpreted reasonably to effect the intent of the Parties. The Parties further agree to replace such illegal, void, or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the purpose(s) of such an illegal, void, or unenforceable provision.

- 14.9. No omission or delay on the part of any Party hereto in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
- 14.10. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
- 14.11. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of laws principles.
- 14.12. The courts of Hong Kong shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with the Agreement or its subject matter or formation, except that KYC-Chain may seek interim, injunctive or protective relief in any court of competent jurisdiction.
- 14.13. To the fullest extent permitted by law, the Parties agree that the Agreement may be formed, accepted, executed, delivered and amended by electronic means, and that electronic records, click-through acceptances and electronic signatures shall have the same legal effect as paper records and handwritten signatures.
- 14.14. Except as expressly provided in clause 13.10 or the DPA, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of the Agreement.
- 14.15. Notwithstanding any other provision of the Agreement, and without liability to Customer, KYC-Chain may, at any time and in its sole discretion, terminate the Agreement in whole or in part, terminate any or all Services, or designate an effective termination date by written notice with immediate effect or such later date as KYC-Chain specifies, where KYC-Chain or any Affiliate involved in providing, supporting, operating, hosting, billing for or otherwise enabling the Services:
- 14.15.1. undergoes, enters into, proposes, approves, implements or is affected by any actual or contemplated reorganization, reconstruction, restructuring, amalgamation, merger, consolidation, scheme of arrangement, compromise, re-domiciliation, migration, continuation, spin-off, split, division, hive-down, business transfer, outsourcing, joint venture, acquisition, sale, transfer or other disposition of shares, equity interests, control, business, undertaking or all or a substantial part of its assets;
- 14.15.2. undergoes or is affected by any direct or indirect change of ownership or control, including any transaction or series of related transactions resulting in a change in the persons or entities that directly or indirectly control KYC-Chain;
- 14.15.3. resolves, decides or proposes to liquidate, wind up, dissolve, deregister, strike off, cease to carry on business, discontinue any material business line, or permanently or indefinitely cease providing the Services or any material part of them; or

- 14.15.4. becomes subject to, seeks, initiates, is threatened with, or is affected by any insolvency, provisional liquidation, liquidation, winding up, receivership, administrative receivership, restructuring, debt compromise, moratorium, composition with creditors, analogous proceeding, office-holder appointment or comparable protective or enforcement process in any jurisdiction,
- 14.15.5. and any termination under this clause 14.15 shall be valid whether the relevant event is voluntary, involuntary, solvent, insolvent, internal, external, direct, indirect, completed, proposed or reasonably anticipated by KYC-Chain.
- 14.16. Upon termination under clause 14.15:
 - 14.16.1. the Agreement and all rights granted to Customer under it shall terminate to the extent specified in KYC-Chain's notice, and Customer shall immediately cease all affected use of the Services;
 - 14.16.2. all Fees, charges, accrued liabilities, committed minimum amounts, pass-through costs and other sums owing by Customer up to the effective date of termination shall become immediately due and payable;
 - 14.16.3. to the fullest extent permitted by applicable law, KYC-Chain shall have no obligation to refund, repay, credit or apportion any Fees or other amounts paid, prepaid, accrued, committed, reserved, topped up or standing to the credit of any Account Balance, including any subscription fees, minimum commitments, implementation fees, top-ups, deposits, prepaid usage amounts, credits or unused entitlements;
 - 14.16.4. to the fullest extent permitted by applicable law, Customer shall have no claim against KYC-Chain for compensation, reimbursement, termination payment, loss of bargain, loss of opportunity, wasted expenditure or other damages arising solely from or in connection with a termination effected under clause 14.15; and
 - 14.16.5. KYC-Chain's obligations regarding Customer Data after termination shall be governed exclusively by the Agreement, including the DPA where applicable, save that nothing in this clause shall require KYC-Chain to continue providing the Services beyond the effective date of termination.

DATA PROCESSING ADDENDUM

1. GENERAL INFORMATION

This Data Processing Addendum ("**DPA**") governs KYC-Chain's processing of Customer Data provided by Customer to KYC-Chain and/or provided by Customer's Individual Users to KYC-Chain under the terms of the Agreement and is hereby incorporated into the Agreement.

Customer shall make available to KYC-Chain, and Customer authorizes KYC-Chain to process information, including Customer Data and Personal Data for the provision of the Services under the Agreement. KYC-Chain will process Customer Data as the Customer's Data Processor to Provide and Maintain the Services and for the purposes set forth in this DPA, the Agreement, and/or in any other applicable agreements between Customer and KYC-Chain. For the avoidance of doubt, KYC-Chain does not control the collection, holding, processing or use of Customer Data.

If and to the extent language in this DPA conflicts with the Agreement, the conflicting terms in this DPA shall control if such terms relate to the processing of personal data. Capitalized terms not defined in this DPA have the meaning set forth in the Agreement. For the purposes of this DPA, "**Customer**" includes any Customer's Affiliate.

KYC-Chain and Customer each agree to comply with their respective obligations under applicable data privacy and data protection Laws (collectively, "**Data Protection Laws**") in connection with the Services. Data Protection Laws may include, depending on the circumstances,

- a. the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"),
- b. the Federal Act on Data Protection of 25 September 2020, Switzerland,
- c. the UK Data Protection Act 2018,
- d. Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 (the California Consumer Privacy Act) ("**CCPA**"),
- e. Colo. Rev. Stat. §§ 6-1-1301 et seq. (the Colorado Privacy Act),
- f. Connecticut's Data Privacy Act,
- g. Utah Code Ann. §§ 13-61-101 et seq. (the Utah Consumer Privacy Act),
- h. VA Code Ann. §§ 59.1-575 et seq. (the Virginia Consumer Data Protection Act) (collectively "**U.S. Privacy Laws**"),
- i. the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong (the "**PDPO**"), and
- j. Other applicable Laws and applicable subordinate legislation and regulations implementing those laws.

In connection with the Agreement, Customer is the person that determines the purposes and means for which Personal Data comprised in Customer Data is processed (a "**Data Controller**"), whereas KYC-Chain processes such Personal Data in accordance with the Data Controller's instructions and on behalf of the Data Controller (as a "**Data Processor**"). "**Data Controller**" and "**Data Processor**" also mean the equivalent concepts under Data Protection Laws. For the purposes of this DPA, (i) "**Personal Data**" has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws; (ii) "**Customer Data**" has

the meaning given in the Agreement; and (iii) references in this DPA to "Customer Data" mean Customer Data only to the extent it constitutes Personal Data processed by KYC-Chain on Customer's behalf under the Agreement. **"Processing"** means any operation or set of operations performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. **"Controller-to-Processor Clauses"** means the standard contractual clauses between controllers and processors for data transfers, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021. **"Third Country"** means a country outside the European Economic Area not recognized by the European Commission as providing an adequate level of protection for personal data, as specified in the GDPR.

Notwithstanding the foregoing, this DPA does not apply to personal data that KYC-Chain processes as an independent controller for its own purposes of contracting, account administration, billing, payment processing, service communications, customer support, security, fraud prevention, abuse prevention, incident response or legal compliance.

2. SUBJECT MATTER, NATURE AND PURPOSE OF PERSONAL DATA PROCESSING

The subject matter, nature, and purpose of the processing of Personal Data under this DPA is KYC-Chain's Provision and Maintenance of the Services pursuant to the Agreement.

KYC-Chain processes Customer Data on the Customer's behalf, and it does so following the Customer's instructions and in compliance with applicable Data Protection Laws. Instructions of Customer shall be in written form (including e-mail) or can be given through settings and use of the Services. This DPA and the Agreement constitute the Customer's documented instructions regarding the KYC-Chain's processing of Personal Data. When Customer's authorized administrators or other personnel expressly designated by Customer configure, enable or direct processing within the Services, such actions shall constitute Customer's documented instructions for the relevant processing. Interactions by other Individual Users shall constitute Customer's documented instructions to the extent expressly permitted by the roles, permissions, workflows and settings established or approved by Customer.

Customer shall ensure that its privacy notice or another respective document shall contain a statement to reflect the nature of processing carried out by KYC-Chain in accordance with the Agreement. Customer shall ensure that its respective legal documents are reviewed and accepted by its Individual Users.

The Customer and KYC-Chain, in accordance with their respective roles and responsibilities under this Agreement, hereby agree to adhere to all applicable data protection principles as mandated by relevant Data Protection Laws.

3. TYPES OF PERSONAL DATA PROCESSED

The types of Personal Data being processed are determined and controlled by Customer. The following types of Personal Data may be processed by KYC-Chain and its Subprocessors with regard to the Services, according to the terms hereunder:

- a. Full legal name;
- b. Registered sex/gender;
- c. Nationality;
- d. Date of birth;
- e. Place of birth;
- f. Principal residential address;
- g. Mobile phone number;
- h. Contact email;
- i. ID/passport number;
- j. ID/passport expiration date;
- k. Occupation/profession;
- l. Source of funds;
- m. Wallet address;
- n. Information on politically exposed persons (PEPs);
- o. Photographic identity documentation (face photograph);
- p. Copy of passport, driver's license, or other government-issued identification card;
- q. Certified copy of proof of residential address;
- r. Details of accounts on other social media;
- s. Contact information;
- t. Data obtained from anti-money laundering providers;
- u. Other categories of Personal Data expressly identified in the Services Agreement, a statement of work, or Customer's documented instructions, to the extent reasonably necessary for the specific Services used.

4. CATEGORIES OF DATA SUBJECTS

Personal Data of the following Categories Of Data Subjects may be processed by KYC-Chain and its Subprocessors with regard to the Services, according to the terms hereunder:

- a. Customers, business partners, and vendors of Customer, including their directors, shareholders, and ultimate beneficiaries (who are natural persons);
- b. Employees and contact persons of Customer's customers, business partners, and vendors;
- c. Employees, agents, advisors, and freelancers of Customer;
- d. Customer's service users, including any users of the services;
- e. Other Customer's Individual Users;
- f. Other categories required by Customer to provide the Services.

5. PROCESSING REQUIREMENTS

As the Data Processor, KYC-Chain agrees to:

- a. process Customer Data only (i) on the Customer's behalf for the purpose of Providing and Maintaining the Services; (ii) in compliance with the instructions received from Customer (including instructions communicated by Customer's authorized administrators through the settings and use of the Services) and/or its Individual Users (which shall be considered as Customer's instructions); and (iii) in a manner that provides no less than the level of privacy protection required of it by Data Protection Laws;
- b. promptly inform Customer in writing if KYC-Chain cannot comply with the requirements of this DPA;
- c. not provide Customer with remuneration in exchange for Customer Data. The parties acknowledge and agree that Customer has not "**sold**" (as such term is defined by the CCPA) Customer Data to KYC-Chain;
- d. not "**sell**" (as such term is defined by U.S. Privacy Laws) or "**share**" (as such term is defined by the CCPA) Personal Data;
- e. inform Customer promptly if, in KYC-Chain's opinion, an instruction from Customer violates applicable Data Protection Laws;
- f. require (i) persons employed by it and (ii) other persons engaged to perform on KYC-Chain's behalf to be subject to a duty of confidentiality with respect to the Customer Data and to comply with the data protection obligations applicable to KYC-Chain under the Agreement and this DPA;
- g. engage the organizations or persons listed in Schedule 1 to this DPA to process Customer Data (each "**Subprocessor**," and the list, the "**Subprocessor List**") to help KYC-Chain Provide and Maintain the Services, satisfy its obligations in accordance with this DPA, and/or to delegate all or part of the processing activities to such Subprocessors. Customer hereby consents to the use of such Subprocessors. KYC-Chain will notify Customer of any changes KYC-Chain intends to make to the Subprocessor List ten (10) days before the changes take effect (which may be via email, a posting, or notification on an online portal for the Services, or other reasonable means). In the event that Customer does not wish to consent to the use of such additional Subprocessor, Customer may notify KYC-Chain that Customer does not consent within fifteen (15) days on reasonable grounds relating to the protection of Customer Data by contacting KYC-Chain via email mentioned in the Order Form. In such case, KYC-Chain shall have the right to cure the objection through one of the following options:
 - i. KYC-Chain will cancel its plans to use the Subprocessor with regards to processing Customer Data or will offer an alternative to provide its Services or services without such Subprocessor; or
 - ii. KYC-Chain will take the corrective steps requested by Customer in Customer objection notice and proceed to use the Subprocessor; or
 - iii. KYC-Chain may cease to provide, or Customer may agree not to use, whether temporarily or permanently, the particular aspect or feature of the KYC-Chain Services or services that would involve the use of such Subprocessor; or

- iv. Customer may cease providing Customer Data to KYC-Chain for processing involving such Subprocessor.

If none of the above options are commercially feasible, in KYC-Chain's reasonable judgment, and the objection(s) have not been resolved to the satisfaction of the Parties within thirty (30) days of KYC-Chain's receipt of Customer's objection notice, then either party may terminate the Services that cannot be provided without the use of the new Subprocessor for cause and in such case. Such termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor. KYC-Chain shall enter into contractual arrangements with each Subprocessor, binding them to provide a comparable level of data protection and information security to that provided for herein. Subject to the limitations of liability included in the Agreement, KYC-Chain agrees to be liable for the acts and omissions of its Subprocessors to the same extent KYC-Chain would be liable under the terms of the DPA if it performed such acts or omissions itself;

- h. where required by law and upon reasonable request no more than once per year, provide Customer with KYC-Chain's privacy and security policies and other such information necessary to demonstrate compliance with the obligations set forth in this DPA and applicable Data Protection Laws;
- i. where required by law and upon reasonable notice and appropriate confidentiality agreements, cooperate with assessments, audits, or other steps performed by or on behalf of Customer at Customer's sole expense and in a manner that is minimally disruptive to KYC-Chain's business that are necessary to confirm that KYC-Chain is processing Customer Data in a manner consistent with this DPA. Where permitted by law, KYC-Chain may instead make available to Customer a summary of the results of a third-party audit or certification reports relevant to KYC-Chain's compliance with this DPA. Such results, and/or the results of any such assessments, audits, or other steps shall be the Confidential Information of KYC-Chain; nothing in this DPA requires KYC-Chain to disclose: (i) source code; (ii) trade secrets or information that would materially compromise the security of the Services if disclosed, including exploit details or penetration-test exploit instructions; (iii) information relating to other customers; or (iv) information that KYC-Chain is legally or contractually prohibited from disclosing;
- j. where required by law, grant Customer the rights to (i) take reasonable and appropriate steps to ensure that KYC-Chain uses Customer Data in a manner consistent with Data Protection Laws by exercising the audit provisions set forth in this DPA above; and (ii) stop and remediate unauthorized use of Customer Data, for example by requesting that KYC-Chain provide written confirmation that applicable Customer Data has been deleted.

6. NOTICE TO CUSTOMER

KYC-Chain will inform Customer if KYC-Chain becomes aware of the following:

- a. any legally binding request for disclosure of Customer Data by a law enforcement authority, unless KYC-Chain is otherwise forbidden by law to inform Customer;
- b. any notice, inquiry, or investigation by a public authority with respect to Customer Data; or
- c. any complaint or request received directly from a data subject in relation to Customer Data.

7. ASSISTANCE TO CUSTOMER

KYC-Chain will provide reasonable assistance to Customer regarding the following:

- a. information necessary, taking into account the nature of the processing, to respond to binding requests received pursuant to Data Protection Laws from data subjects in respect of access, rectification, erasure, restriction, portability, objection or other applicable rights concerning Customer Data that KYC-Chain processes for Customer;
- b. the investigation of any breach of KYC-Chain's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Customer Data processed by KYC-Chain under the Agreement (a "**Personal Data Breach**"); and
- c. where required by law and upon reasonable request, the preparation of data protection impact assessments with respect to the processing of Customer Data by KYC-Chain and, where necessary, carrying out consultations with any supervisory authority with jurisdiction over such processing.

Except to the extent prohibited by applicable law and without limiting KYC-Chain's obligation to provide the assistance expressly required by this DPA and applicable Data Protection Laws, KYC-Chain may charge Customer its reasonable then-current professional services fees and reasonable out-of-pocket expenses for assistance requested by Customer that exceeds the assistance reasonably required under this DPA or applicable law.

8. REQUIRED PROCESSING

If KYC-Chain is required by Union or Member State law to process or disclose Customer Data otherwise than on Customer's documented instructions, KYC-Chain will inform Customer of that legal requirement before the relevant processing, unless that law prohibits such information on important grounds of public interest.

9. NO DECISION-MAKING

KYC-Chain does not make final decisions on behalf of Customer regarding onboarding, compliance, sanctions, fraud, risk, customer acceptance, rejection, escalation, filing, monitoring or any other legal, regulatory or commercial decision concerning Individual Users or other data subjects, and KYC-Chain does not provide legal, regulatory, tax, investment or other professional advice.

Customer acknowledges and agrees that all actions, decisions, and use of information derived from the Services are the sole responsibility of Customer.

KYC-Chain may provide screening results, alerts, scores, workflow triggers, automated routing and similar outputs as part of the Services. Unless the Parties expressly agree otherwise in writing, such outputs are tools intended to assist Customer and do not constitute Customer's final onboarding, compliance or commercial decision. Customer remains solely responsible for reviewing the outputs of the Services and for all decisions, actions and omissions taken in reliance on, or independently of, the Services.

Customer shall not use the Services to make a decision based solely on automated processing, including profiling, that produces legal effects concerning a data subject or similarly significantly affects a data subject, unless Customer has independently determined that such use is lawful under applicable law and has implemented all required safeguards, including appropriate notice, human review where required, and a means for the data subject to express his or her point of view and contest the decision.

Customer shall indemnify, defend and hold harmless KYC-Chain and KYC-Chain Entities from and against third-party claims arising from Customer's breach of this clause 9, except to the extent the relevant claim is caused by KYC-Chain's breach of the Agreement, this DPA, the Data Protection Laws or the Standard Contractual Clauses set out in Schedule 1 to this DPA.

Unless expressly agreed in the Services Agreement, the Online Order Details or another written agreement signed by KYC-Chain, KYC-Chain provides technology tools only and does not assume Customer's status, obligations or liability as a regulated entity, obliged entity, compliance function, money laundering reporting officer, sanctions-screening officer, onboarding decision-maker or similar role. Customer remains solely responsible for determining whether the Services are appropriate for Customer's regulatory use case and for all legal or regulatory decisions, filings, escalations, suspicious activity reporting, customer due diligence determinations, enhanced due diligence measures, sanctions decisions and customer acceptance or rejection decisions.

10. SECURITY

KYC-Chain and Customer shall implement and maintain reasonable administrative and technical safeguards, according to the Data Protection Laws, and considering the level of sensitivity of Personal Data and the nature of activities under the Agreement, to protect the security, confidentiality, and integrity of Personal Data.

Technical and organizational measures to ensure a level of security appropriate to the risk include (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

KYC-Chain will:

- a. maintain reasonable and appropriate organizational and technical security measures, including but not limited to those measures described in this Schedule, to protect against unauthorized or accidental access, loss, alteration, disclosure, or destruction of Customer Data and to protect the rights of the subjects of that Customer Data;
- b. take appropriate steps to confirm that KYC-Chain personnel are protecting the security, privacy, and confidentiality of Customer Data consistent with the requirements of this DPA; and

- c. notify Customer of any Personal Data breach by KYC-Chain, its Subprocessors, or any other third parties acting on KYC-Chain's behalf without undue delay after KYC-Chain becomes aware of such Personal Data Breach.

Customer is responsible for configuring and using the Services in a manner appropriate to its legal, regulatory and security requirements and for maintaining its own access controls, retention settings, exports and backups to the extent such matters are within Customer's control.

KYC-Chain's security practices include, but are not limited to, the following measures, as appropriate:

- a. All cloud assets have a defined owner, security classification, and purpose;
- b. Direct access to infrastructure, networks, and data is minimized to the greatest degree. Where possible, automation is used to renew certificates, manage services running in production to reduce direct access to host infrastructure, networks, and data;
- c. Production and non-production networks are segregated;
- d. The instance public endpoint is secured using encrypt SSL certificate to encrypt network traffic;
- e. The network access is restricted using firewalls to only allow authorized services to interact in the network;
- f. Secrets are encrypted at rest (Access Keys, API Keys, etc);
- g. API keys are hashed and salted to the API gateway and may only access defined instances;
- h. Automation is leveraged to identify high-risk changes and raise issues in real-time.

In the event that any sensitive data is processed under the Agreement, such processing shall be conducted in accordance with this DPA and any additional restrictions or safeguards expressly stated in the Services Agreement, the Online Order Details, or Customer's documented instructions accepted by KYC-Chain. These safeguards may include, but are not limited to, strict purpose limitation ensuring the data is processed only for the specific purposes for which it was transferred, access restrictions permitting access solely to personnel who have undergone specialized training relevant to the nature of the data, maintaining a record of all access to the sensitive data to ensure traceability and accountability, placing restrictions on onward transfers to ensure equivalent protections are upheld, and implementing appropriate technical and organizational measures to ensure the security and confidentiality of the sensitive data, taking into consideration the risks involved.

Customer agrees that the Services, security measures and KYC-Chain's commitments under this DPA provide a level of security appropriate to the risk to Customer Data (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Data as well as the risks to individuals).

11. OBLIGATIONS OF CUSTOMER

Customer represents warrants and covenants that it has and shall maintain throughout the term all necessary rights, consents, and authorizations to provide the Customer Data to KYC-Chain

and to authorize KYC-Chain to use, disclose, retain, and otherwise process Customer Data as contemplated by this DPA, the Agreement and/or other processing instructions provided to KYC-Chain. Customer shall comply with all applicable Data Protection Laws.

Customer shall reasonably cooperate with KYC-Chain to assist KYC-Chain in performing any of its obligations with regard to any requests from Customer's Individual Users.

Without prejudice to KYC-Chain's security obligations hereunder, Customer acknowledges and agrees that it, rather than KYC-Chain, is responsible for certain configurations for the services and that Customer, and not KYC-Chain, is responsible for implementing those configurations decisions in a secure manner that complies with applicable Data Protection Laws.

Customer represents warrants and covenants that it shall only transfer Customer Data to KYC-Chain using secure, reasonable, and appropriate mechanisms, to the extent such mechanisms are within Customer's control.

Customer shall not take any action that would (i) render the provision of Customer Data to KYC-Chain a "sale" under U.S. Privacy Laws or a "share" under the CCPA (or equivalent concepts under U.S. Privacy Laws) or (ii) render KYC-Chain not a "service provider" under the CCPA or "processor" under U.S. Privacy Laws.

12. TRANSFERS OF PERSONAL DATA

Where Customer Data subject to the GDPR is transferred from the European Economic Area to a country outside the European Economic Area for which the European Commission has not adopted an adequacy decision under Article 45 GDPR, the Parties shall rely on the EU SCCs set out in Schedule 1 or another valid transfer mechanism under Chapter V GDPR agreed in writing between the Parties.

The EU SCCs in Schedule 1 apply only to the extent required by Chapter V GDPR and only for the duration of the relevant transfer.

KYC-Chain shall not participate in, or permit, any onward transfer of Customer Data to a third country except in accordance with Chapter V GDPR, including through the EU SCCs or another valid transfer mechanism where required.

Where Customer Data subject to the UK GDPR and the Data Protection Act 2018 is transferred in a manner that constitutes a restricted transfer under UK law, and no adequacy regulation or other lawful exemption applies, the Parties shall, before or at the time of the relevant transfer, execute the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses or another valid UK transfer mechanism.

Where Customer Data subject to the Swiss Federal Act on Data Protection is transferred to a country not recognized under Swiss law as providing an adequate level of protection, the Parties shall rely on the EU Standard Contractual Clauses together with the Swiss law adaptations required by the FDPIC, unless the Parties implement another valid Swiss transfer mechanism.

13. TERM; DATA RETURN AND DELETION

This DPA shall remain in effect until termination of the Agreement and the completion of the return or deletion of Customer Data in accordance with this clause 13. Upon expiry or termination of the Agreement, Customer may instruct KYC-Chain to return Customer Data, provide an export of Customer Data in a commonly used format, or securely delete Customer Data. KYC-Chain shall not delete Customer Data earlier than reasonably necessary to permit Customer to retrieve it. KYC-Chain shall comply with Customer's written instruction under this clause without undue delay and, unless applicable law requires longer storage, shall delete existing copies after completion of the return, export or deletion process. Where Customer notifies KYC-Chain that Customer is subject to legal or regulatory record-keeping obligations, KYC-Chain shall provide Customer with a reasonable opportunity to export the relevant Customer Data before deletion. KYC-Chain may retain Customer Data after termination only to the extent and for the period required by applicable law, in which case KYC-Chain shall isolate and protect the retained Customer Data from any further processing except to the extent required by that law. On Customer's written request, KYC-Chain shall certify deletion. KYC-Chain may continue to use information derived from Customer Data only where such information has been irreversibly anonymized so that it no longer constitutes personal data and cannot reasonably be used to identify Customer or any natural person. KYC-Chain shall not attempt to re-identify such information.

Unless expressly agreed otherwise in the Services Agreement, the Online Order Details or another written agreement signed by KYC-Chain, the Services, backups and disaster-recovery environments are not intended to serve as Customer's sole legal archive, records repository or legal-hold solution. Customer is responsible for exporting and separately retaining records that Customer must preserve under applicable law. Following return or deletion of Customer Data, residual copies may remain for a limited period in routine backup media, provided that such copies remain subject to appropriate security measures, are not restored to production use except for disaster recovery, security investigation or legal compliance, and are overwritten in the ordinary course of KYC-Chain's backup-retention cycle.

SCHEDULE 1

to the Data Processing Addendum

Standard Contractual Clauses

1. DATA TRANSFER FRAMEWORK

To the extent that the Customer's and its Individual Users' use of the Services and the KYC-Chain's processing of Customer Data in accordance with the Agreement involves the transfer of Customer Data to any Third Country, the Controller-to-Processor Clauses are incorporated by the reference and form part of the Agreement ("**Standard Contractual Clauses**" or "**EU SCCs**"), as if they had been set out in full.

The Standard Contractual Clauses shall apply in the manner set out in this Schedule 1. Clause 2 of this Schedule 1 completes the template elements of the Standard Contractual Clauses.

If and to the extent the Standard Contractual Clauses conflict with any provision of the DPA regarding the transfer of Personal Data from Customer to KYC-Chain, these Standard Contractual Clauses shall prevail to the extent of such conflict. Capitalized terms not defined in this Schedule 1 have the meaning set forth in the Agreement.

2. EU STANDARD CONTRACTUAL CLAUSES

For data transfers from the European Economic Area that are subject to the EU SCCs, Module Two (Transfer controller to processor) of the EU SCCs will apply where Customer is a Controller, and KYC-Chain is the Processor as follows:

- a. **Exporter contact details:** those of Customer as provided in the Services Agreement or, for the self-service route, the Online Order Details, account registration, checkout or billing records associated with the relevant Services;
- b. **Importer contact details:** those of KYC-Chain as set out in the Agreement or otherwise made available by KYC-Chain for legal or privacy notices;
- c. **Governing Law:** For the Agreement generally, governing law and jurisdiction are as set out in the Agreement. For the EU SCCs specifically, Clauses 17 and 18 of the EU SCCs are completed in paragraphs i and j below, and Irish law and the courts of Ireland apply to the EU SCCs to the extent required by those Clauses;
- d. **Data Exporter:** Customer (including its Individual Users);
- e. **Data Importer:** KYC-Chain;
- f. in Clause 7, the optional docking clause will apply;
- g. in Clause 9, Option 2 (GENERAL WRITTEN AUTHORISATION) will apply, and the time period for prior notice of Subprocessor changes as set forth in the DPA;
- h. in Clause 11, the option will not apply;
- i. in Clause 17 (Option 1), the EU SCCs will be governed by Irish law;
- j. in Clause 18(b), disputes will be resolved by the courts of Ireland;
- k. In Annex I, Part A:

- i. See above for details of the Data Exporter and the Data Importer;
 - ii. Signature and Date: by accepting the DPA, the Data Exporter, and the Data Importer are deemed to have signed the Standard Contractual Clauses incorporated by reference into the DPA and this Schedule 1, as of the Effective Date of the Agreement;
- I. In Annex I, Part B:
 - i. The categories of data subjects and categories of personal data transferred are described in the DPA;
 - ii. The frequency of the transfer is on a continuous basis for the duration of the Agreement;
 - iii. The matter, nature, purpose, and duration of the processing are described in the DPA;
 - iv. The period for which the personal data will be retained: for the duration of the Agreement and thereafter in accordance with clause 13 of the DPA, unless applicable law requires longer storage;
- m. In Annex I, Part C: the competent supervisory authority shall be determined in accordance with Clause 13 of the EU SCCs;
- n. Annex II to the EU SCCs consists of the technical and organizational measures set out in Section 10 of the DPA;
- o. The Controller (Customer) generally authorizes the following Subprocessors (addresses and contacts can change, the details according to the websites of these sub-processors):
 - i. Scorechain:
 - details on the name, address, locations, and activities: <https://www.scorechain.com/>;
 - matter, nature, and duration of the processing: <https://www.scorechain.com/products/crypto-wallet-and-transaction-screening>;
 - contact details: <https://www.scorechain.com/resources/about-us>;
 - ii. Kyckr:
 - details on the name, address, locations, and activities: <https://www.kyckr.com/>;
 - matter, nature, and duration of the processing: <https://www.kyckr.com/legal/reseller-terms-and-conditions>;
 - contact details: <https://www.kyckr.com/about-us>;
 - iii. Google Cloud (if otherwise is not agreed between the Parties):
 - details on the names, addresses, locations, and activities, as well as matter, nature, and duration of the processing: <https://cloud.google.com/product-terms?hl=ru#section-9>);
 - contact details: <https://cloud.google.com/support-hub>;
 - iv. Data Zoo:
 - details on the name, address, locations, and activities: <https://www.datazoo.com/>;
 - matter, nature, and duration of the processing: <https://www.datazoo.com/policy/privacy-policy>;

- contact details: <https://www.datazoo.com/contact>;
- v. AML Watcher:
 - details on the name, address, locations, and activities: <https://amlwatcher.com/>;
 - matter, nature, and duration of the processing: <https://amlwatcher.com/privacy-policy/>;
 - contact details: <https://amlwatcher.com/contact-us/>;
- vi. MongoDB Atlas:
 - details on the name, address, locations, and activities: <https://www.mongodb.com/>;
 - matter, nature, and duration of the processing: <https://www.mongodb.com/legal>;
 - contact details: <https://www.mongodb.com/company/contact>;
- vii. KYC LLM:
 - details on the name, address, locations, and activities, as well as matter, nature, contact details and duration of the processing: <https://kycllm.xyz/privacy-policy-terms-of-service.pdf>;
- viii. Amazon S3:
 - details on the name, address, locations, and activities: <https://aws.amazon.com/s3/>;
 - matter, nature, and duration of the processing: https://aws.amazon.com/privacy/?nc1=f_pr;
 - contact details: https://aws.amazon.com/contact-us/?nc2=h_header.
- p. The Controller (Customer) generally authorizes KYC-Chain's engagement of other third parties as Subprocessors;
- q. The illustrative indemnity set out in the Standard Contractual Clauses is deemed deleted;

Any replacement to the Standard Contractual Clauses adopted in accordance with the GDPR shall supersede the Standard Contractual Clauses incorporated into this Schedule 1, and this Schedule 1 shall be interpreted to give full effect to such replacement of Standard Contractual Clauses.

SCHEDULE 2

to the Data Processing Addendum

CCPA/CPRA Service Provider Addendum

This Schedule shall form an integral part of the DPA where (a) Customer is considered a Business that is subject to the California Consumer Privacy Act and the California Privacy Rights Act and (b) Customer intends to send to KYC-Chain, or authorize KYC-Chain to collect from Individual Users, Personal Information relating to California Consumers in connection with KYC-Chain's performance of the Agreement, and KYC-Chain acts as a Service Provider to Customer in connection with the provision of the Services. Pursuant to this, the Parties seek to clarify their applicable responsibilities in this Schedule. When applicable, this Schedule shall be considered a contract required by the CCPA for service providers.

1. DEFINITIONS

"Business", **"Collects"**, **"Consumer"**, **"Business Purpose"**, **"Sell"**, **"Service Provider"**, and **"Share"** shall have the meanings given to them in §1798.140 of the CCPA.

"Business Purpose" has the meaning given in this Schedule.

"California Consumer Privacy Act" or **"CCPA"** means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§1798.100—1798.199), as amended or superseded from time to time.

"California Privacy Rights Act" or **"CPRA"** means the California Privacy Rights Act of 2020 (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time.

"Personal Information" means personal information as defined by §1798.140 of the CCPA submitted to KYC-Chain for processing pursuant to the Agreement.

2. SCOPE

This Schedule only applies where and to the extent that KYC-Chain processes Personal Information that is subject to the CCPA and the CPRA on behalf of Customer as a Service Provider in the course of providing the Services pursuant to the Agreement.

3. BUSINESS PURPOSE

KYC-Chain shall only Collect and process Personal Information as a Service Provider upon lawful instructions from Customer, including those in the Agreement, this Schedule, and received during the Customer's and its Individual Users' usage of the Services or as otherwise necessary to Provide and Maintain the Services specified in the Agreement (the **"Business Purpose"**). KYC-Chain will not process the Personal Information for any purpose other than for the Business Purpose, except where and to the extent permitted by the CCPA and/or CPRA or other applicable

Laws. KYC-Chain's Services do not meet the definition of a data broker under the California Civil Code.

4. DATA PROTECTION

To the extent Customer is considered a Business, it appoints KYC-Chain as its Service Provider to Collect and process the Personal Information for the Business Purpose.

KYC-Chain is responsible for its compliance with its obligations under this Schedule and for compliance with its obligations as a Service Provider under the CCPA and CPRA. Customer is responsible for compliance with its own obligations as a Business under CCPA and CPRA and shall ensure that it has provided notice and has obtained (or shall obtain) all consents and rights necessary under the CCPA and the CPRA for KYC-Chain to Collect and process the Personal Information for the Business Purpose.

The types of Personal Information KYC-Chain Collects and processes hereunder are determined by Customer according to the scope of Services Customer desires to take under the Agreement. The indicative list of Personal Information is specified in the DPA.

KYC-Chain shall not:

- (a) Sell the Personal Information;
- (b) retain, use, or disclose the Personal Information for any purpose other than for the Business Purpose;
- (c) retain, use, or disclose the Personal Information outside of the direct business relationship between KYC-Chain and Customer (except where KYC-Chain has engaged subcontractors to assist in the provision and maintenance of Services);
- (d) Share or process the Personal Information for targeted and/or cross-context behavioral advertising;
- (e) combine Personal Information with any other data if and to the extent this would be inconsistent with the limitations on Service Providers under the CCPA and/or CPRA.

KYC-Chain certifies that it understands the restrictions set out in this Schedule and will comply with them. KYC-Chain shall notify Customer if it determines that it cannot meet its obligations under the CPRA.

5. CUSTOMER RIGHTS

KYC-Chain will, upon Customer's instructions (and at Customer's expense):

- (a) use reasonable efforts to assist Customer in deleting Personal Information in accordance with a Consumer's request (and shall instruct any subcontractors it has engaged to do the same) except to where and to the extent permitted to retain the Personal Information pursuant to an exemption under the CCPA and/or CPRA; and
- (b) use reasonable efforts to assist Customer in responding to verified Consumer requests received by Customer to provide information as it relates to the Collection of Personal Information for the Business Purpose.

KYC-Chain will, upon Customer's instruction and upon proof of such a communication, provide reasonable assistance to Customer to enable Customer to respond to any correspondence, inquiry, or complaint received from a Consumer in connection with the Collection and processing of the Personal Information according to the Agreement.

Upon receipt of Customer's written request, KYC-Chain shall, at Customer's election, delete or return any Personal Information within ninety (90) days of the Agreement termination, except where KYC-Chain is permitted by applicable Laws to retain some or all of the Personal Information, which Personal Information KYC-Chain shall continue to protect from any further processing, except to the extent required by applicable Laws.

Customer has the right to take reasonable and appropriate steps to (i) ensure that KYC-Chain uses the Personal Information received from Customer under the Agreement consistent with applicable Laws; and (ii) stop and remediate any unauthorized use of Personal Information.

In the event of a Consumer's request to correct personal information, Customer will verify the requestor's identity. If unverifiable, the request may be denied. The accuracy of the contested information will be assessed considering the totality of circumstances. If granted, corrections will be made by Customer on all active systems and instructed to KYC-Chain. Documentation provided by a Consumer will be considered, and corrections may be substituted with deletions if it does not negatively impact a Consumer. KYC-Chain may disclose corrected information upon lawful request and ensure accuracy remains consistent across all data sources.

6. SUBCONTRACTORS

Customer acknowledges and agrees that KYC-Chain engages subcontractors to assist in processing Personal Information for purposes of performing the Services under the Agreement. Customer hereby provides its consent for KYC-Chain's engagement of subcontractors. The list of KYC-Chain's subcontractors is specified in Schedule 1 to the DPA.

7. SECURITY

KYC-Chain shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information it will process to protect the Personal Information from and against unauthorized or illegal access, destruction, use, modification, or disclosure. Particular security measures are specified in the DPA.

KYC-Chain shall notify Customer without undue delay (and in time to fulfill any applicable reporting obligations) after becoming aware of accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access of or to the Personal Information, and provide timely information relating to such, as it becomes known or is reasonably requested by Customer.

8. OTHER PROVISIONS

In the event of a conflict between the provisions of this Schedule and any other provisions of the Agreement, the terms of this Schedule shall prevail and control, to the extent within the scope of its regulation.

Capitalized terms used but not defined in this Schedule shall have the meanings given in the Agreement.

This Schedule shall be governed by and construed in accordance with the governing law and jurisdiction as specified in the Agreement unless otherwise required by CCPA and/or CPRA.

This Schedule shall be interpreted in favor of their intent to comply with the CCPA and CPRA, and therefore, any conflict or ambiguity shall be resolved in favor of a meaning that complies with and is consistent with the CCPA and CPRA, as applicable.

SCHEDULE 3

to the Data Processing Addendum

Hong Kong Personal Data Terms

1 Application and Interpretation

- 1.1 This Schedule applies to the extent that any Customer Data or other personal data processed under the Agreement is subject to the PDPO.
- 1.2 In this Schedule:
 - 1.2.1 **"Business Contact Data"** means personal data relating to Customer's directors, officers, employees, contractors and other representatives collected by KYC-Chain for contracting, billing, relationship management, support or service administration.
 - 1.2.2 **"PDPO"** means the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong.
 - 1.2.3 **"Service Account Data"** means personal data collected directly by KYC-Chain in connection with user accounts, access management, authentication, security logs, audit trails, support tickets and service communications.
- 1.3 If there is any conflict between this Schedule and any other provision of the Agreement or DPA regarding personal data subject to the PDPO, this Schedule prevails to the extent of the conflict.
- 1.4 For Customer Data processed by KYC-Chain solely on Customer's behalf for the purpose of providing the Services, Customer acts as the data user and KYC-Chain acts as a data processor. KYC-Chain is not a data user in respect of such personal data to the extent that it holds, processes or uses the same solely on Customer's behalf.
- 1.5 For Service Account Data and Business Contact Data, KYC-Chain acts as a data user and may process such data for account administration, billing, payment processing, authentication, service communications, security monitoring, fraud prevention, incident management, customer support, audit, legal and regulatory compliance, establishment, exercise or defence of legal claims, and internal service administration.
- 1.6 Customer remains responsible for providing all notices and obtaining all consents required by applicable law in connection with Customer's collection and submission of Customer Data to the Services and Customer's instructions to KYC-Chain.

2 Transparency and Direct Collection

- 2.1 Where KYC-Chain collects personal data directly from an individual as data user, KYC-Chain shall on or before collection make available a Personal Information Collection Statement stating:
 - 2.1.1 the purposes for which the data is to be used;
 - 2.1.2 whether it is obligatory or voluntary for the individual to supply the data and, if obligatory, the consequences of failure to supply it;
 - 2.1.3 the classes of persons to whom the data may be transferred;
 - 2.1.4 the individual's rights to request access to and correction of the data; and
 - 2.1.5 the name or job title and contact details of the person to whom such requests may be made.

- 2.2 KYC-Chain shall keep a Privacy Policy Statement generally available describing its policies and practices in relation to personal data, the kinds of personal data held by it, and the main purposes for which such data is used.

3 Use Limitation

- 3.1 KYC-Chain shall not use personal data for a new purpose without the prescribed consent of the data subject unless an exemption under the PDPO applies.
- 3.2 Nothing in the Agreement authorizes KYC-Chain to use Customer Data for analytics, product improvement, benchmarking, model training or similar internal purposes except:
- 3.2.1 as necessary to provide or maintain the Services on Customer's documented instructions; or
- 3.2.2 where the relevant data has been aggregated and irreversibly de-identified so that it no longer constitutes personal data and cannot reasonably be used to identify Customer, any Individual User or any other natural person.
- 3.3 Unless the requirements of Part 6A of the PDPO have been satisfied, KYC-Chain shall not use personal data collected directly from a data subject for direct marketing.

4 Processor Safeguards and Subprocessors

- 4.1 To the extent KYC-Chain processes personal data on Customer's behalf, KYC-Chain shall:
- 4.1.1 process the data only on Customer's documented instructions, except where otherwise required by law;
- 4.1.2 not keep the data longer than is necessary for the processing carried out on Customer's behalf;
- 4.1.3 implement and maintain appropriate technical and organizational measures to prevent unauthorized or accidental access, processing, erasure, loss or use of the data;
- 4.1.4 ensure that each authorized Subprocessor is bound by written obligations no less protective than those set out in this Schedule; and
- 4.1.5 provide reasonable information to Customer, subject to reasonable confidentiality and security restrictions, to enable Customer to assess compliance with this clause 4.1.
- 4.2 KYC-Chain shall promptly notify Customer if, in KYC-Chain's reasonable opinion, any instruction infringes applicable data protection law.

5 Personal Identifiers

- 5.1 Customer shall not instruct KYC-Chain to collect or retain any Hong Kong identity card number, copy of a Hong Kong identity card, passport copy or other personal identifier unless such collection, use and retention are lawful, necessary and proportionate for Customer's lawful purposes.
- 5.2 KYC-Chain may refuse to process, or may redact, mask or securely delete, any personal identifier that KYC-Chain reasonably considers unnecessary for the Services or non-compliant with applicable law.

6 Transfers Outside Hong Kong

- 6.1 As of the Effective Date, section 33 of the PDPO is not in operation.

- 6.2 Where Customer, as data user, engages KYC-Chain or any Subprocessor, whether within or outside Hong Kong, to process personal data on Customer's behalf, the Parties shall adopt contractual or other means to ensure that such data is not kept longer than is necessary for the relevant processing and is protected against unauthorized or accidental access, processing, erasure, loss or use.
- 6.3 If section 33 of the PDPO or any equivalent mandatory transfer restriction comes into operation during the Service Term and applies to the Services, the Parties shall cooperate in good faith and without undue delay to implement such further measures as are reasonably necessary for compliance.

7 Data Access and Correction

- 7.1 KYC-Chain shall provide reasonable assistance to Customer to enable Customer to respond to data access and data correction requests relating to Customer Data in accordance with Part 5 of the PDPO.
- 7.2 If KYC-Chain receives a data access request or data correction request directly from a data subject relating to Customer Data processed on Customer's behalf, KYC-Chain shall promptly forward the request to Customer unless prohibited by law.
- 7.3 Where KYC-Chain acts as a data user, it shall handle data access and data correction requests in accordance with the PDPO and may charge only such fee as is permitted by law.

8 Security Incidents

- 8.1 KYC-Chain shall notify Customer without undue delay after becoming aware of a personal data breach affecting Customer Data and shall provide information reasonably available to KYC-Chain concerning the nature of the breach, the categories of data affected, the likely consequences, and the measures taken or proposed to address the breach.
- 8.2 The Parties acknowledge that, as of the Effective Date, the PDPO does not impose a general mandatory requirement to notify the Privacy Commissioner for Personal Data or affected data subjects of a data breach. The Parties shall nevertheless consider any official guidance then in force and cooperate in good faith on any notification that is reasonably necessary or appropriate in the circumstances.

9 Retention, Return and Deletion

- 9.1 Upon expiry or termination of the Agreement, Customer may instruct KYC-Chain to return Customer Data, provide an export of Customer Data in a commonly used format, or securely delete Customer Data.
- 9.2 KYC-Chain shall not delete Customer Data earlier than reasonably necessary to permit Customer to retrieve it and, where Customer notifies KYC-Chain that Customer is subject to record-keeping obligations, KYC-Chain shall provide Customer with a reasonable opportunity to export or retain the relevant Customer Data before deletion.
- 9.3 Notwithstanding any other provision of the Agreement, KYC-Chain may retain Customer Data to the extent and for the period required by applicable law or reasonably necessary to enable Customer to comply with applicable law, after which KYC-Chain shall securely delete or irreversibly anonymize the relevant personal data.

ADDENDUM B - ONLINE SAAS SUBSCRIPTION AGREEMENT

1. APPLICATION AND CONTRACT FORMATION

- 1.1. This Addendum B applies only where Customer acquires, activates, accesses or uses any Services through an online sign-up, checkout, self-service activation, subscription purchase, plan change, top-up, feature enablement, API activation or similar electronic transaction on or through the Website, the Platform or any KYC-Chain payment, onboarding or account flow, and the Parties have not entered into a separately executed Services Agreement covering the same Services.
- 1.2. By clicking to accept, creating an Account, placing an order, subscribing to a plan, topping up balance, enabling a feature, generating API credentials, paying any Fees, or accessing or using any Services, Customer enters into a binding agreement with KYC-Chain.
- 1.3. Except as expressly modified by this Addendum B, the Terms apply in full to the Services acquired under this Addendum B. The agreement for the self-service contracting route is comprised of the Terms, this Addendum B, the DPA to the extent applicable, and the applicable Online Order Details.
- 1.4. If the Parties later execute a Services Agreement, then from its effective date the executed Services Agreement governs the Services identified in it and this Addendum B ceases to apply to those Services except to the extent expressly preserved in that Services Agreement.
- 1.5. Customer represents and warrants on an ongoing basis that it is entering into the Agreement in the course of business and not as a consumer, and that any individual accepting the Agreement on its behalf is duly authorized to bind it.

2. ONLINE ORDERS AND SUBSCRIPTION RIGHTS

- 2.1. Subject to the Agreement and payment of the applicable Fees, KYC-Chain grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right during the Subscription Term to access and use the Services and to permit its Users to do so solely for Customer's internal business operations.
- 2.2. The Services, plan tier, enabled features, usage entitlements, supported integrations, seat limits, onboarding and support level, billing interval, Fees, credits, top-up rules, usage metrics, fair use limits and other commercial terms are those displayed in the applicable pricing page, checkout flow, order confirmation, customer portal, admin console or other KYC-Chain interface at the time of purchase, renewal, upgrade, top-up or use (the "**Online Order Details**").
- 2.3. No implementation services, professional services, custom work, dedicated support level, uptime commitment or service level agreement is included unless expressly stated in the Online Order Details. Any SLA or other separately negotiated support or service level commitment requires a separately executed Services Agreement.
- 2.4. Customer is responsible for all acts and omissions of its Users and for all access to and use of the Services through Customer Accounts, API keys, tokens and credentials, whether authorized or unauthorized.

- 2.5. KYC-Chain may apply technical limits, fair use rules, anti-abuse controls, queueing, de-duplication logic, retry rules and other system protection measures. Customer is responsible for all Requests submitted using its credentials, including duplicate, retried, test or API Requests that are processed by the Services.
- 2.6. KYC-Chain may use Affiliates, Subprocessors and other third-party infrastructure, data sources and service providers in providing the Services, subject to the Agreement and the DPA.

3. FEES, BILLING, ACCOUNT BALANCE AND TAXES

- 3.1. Customer shall pay all subscription fees, usage-based fees, per-check charges, monitoring charges, API or registry call charges, document-order charges, add-on charges, support charges, pass-through third-party charges, taxes and other amounts shown in the Online Order Details or otherwise made available in the Platform (collectively, the "**Fees**").
- 3.2. Subscription fees are billed in advance on the recurring billing interval and automatically renew until cancelled. Customer authorizes KYC-Chain and its payment processor to charge Customer's selected payment method on a recurring basis for all Fees becoming due under the Agreement.
- 3.3. To the extent stated in the Online Order Details or the Platform, subscription payments, top-ups or other prepayments may be credited to Customer's Account Balance. KYC-Chain may deduct usage-based Fees and other Fees from the Account Balance as they accrue. Account Balance has no cash value, is non-transferable, and is refundable only if required by applicable law or expressly stated by KYC-Chain in writing.
- 3.4. If Customer's payment method fails, Customer's Account Balance is insufficient, or KYC-Chain reasonably suspects chargeback risk, fraud or non-payment, KYC-Chain may suspend or limit access to the Services, reject or queue Requests, or require prepayment before continuing to provide Services.
- 3.5. KYC-Chain's usage logs, billing data, Platform records and metering systems are conclusive for billing purposes absent manifest error.
- 3.6. All Fees are exclusive of taxes, duties, levies, withholdings and similar governmental assessments. Customer shall pay all such amounts except taxes based on KYC-Chain's net income. All payment obligations are non-cancellable and non-refundable except as expressly stated in the Agreement or required by law.
- 3.7. Without limiting clause 3.8 below, any Fees, prices, rates, tiers and other commercial terms published on the Platform, pricing page or other KYC-Chain interface are effective when published unless a later effective time is stated.
- 3.8. Updated pricing applies immediately to new subscriptions, upgrades, downgrades, add-ons, reactivations, top-ups and post-publication use of newly enabled Services or features, and applies to renewals of existing subscriptions at the start of the next renewal term. Customer's renewal, top-up, purchase, continued access or continued use after publication constitutes acceptance of the then-current pricing and commercial terms.
- 3.9. Any overdue amount not validly disputed in good faith shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower, from the due date until paid in full.

4. CHANGES TO SERVICES, PLANS AND AGREEMENT

- 4.1. KYC-Chain may modify the Services, plans, features, technical requirements, supported integrations, third-party data sources, usage rules, documentation, pricing and the Agreement by posting updated versions on the Website, the Platform or Customer's account portal, or by other reasonable electronic notice.
- 4.2. Unless a later effective date is stated, such changes are effective when published.
- 4.3. Notwithstanding clauses 4.1 and 4.2, no amendment to the DPA or its transfer mechanism provisions that materially reduces the protection afforded to Customer Data shall bind Customer unless agreed by the Parties, except where required by applicable law or made solely to reflect changes to authorized Subprocessors in accordance with the DPA.
- 4.4. KYC-Chain may add, remove, replace or modify features, functions, data sources and service components, provided that KYC-Chain will not materially reduce the core functionality of the subscribed plan during the then-current prepaid Subscription Term except where required for legal, regulatory, security, abuse-prevention or third-party dependency reasons.
- 4.5. If Customer does not agree to a change, Customer's exclusive remedy is to stop using the affected Services and, if applicable, cancel renewal before the start of the next renewal term.

5. ADDITIONAL SERVICE-SPECIFIC TERMS

- 5.1. The Services may depend on public records, sanctions lists, watchlists, registries, identity-verification providers, blockchain analytics providers and other third-party sources or services. KYC-Chain does not warrant that any such source or service, or any data, result, match, score, alert, report or output derived from it, will be complete, accurate, current, uninterrupted, error-free or fit for any particular purpose.
- 5.2. The Services, including any screening results, risk scores, workflow suggestions, alerts, reports and automated outputs, are tools only. They do not constitute legal, regulatory, compliance, tax, investment or other professional advice and do not replace Customer's own judgement, review, controls, policies or legal obligations. Customer remains solely responsible for all onboarding, KYC, KYB, AML, sanctions, fraud, risk, customer acceptance, rejection, escalation, filing and monitoring decisions.
- 5.3. Unless expressly stated otherwise in the Online Order Details, beta, pilot, evaluation, proof-of-concept, preview or similar services are provided entirely "as is" and may be modified, suspended or discontinued at any time without liability.
- 5.4. Customer shall not use the Services as Customer's sole system of record, legal archive or legal-hold solution and is responsible for exporting and retaining records required by applicable law.

6. SUSPENSION, TERM AND TERMINATION

- 6.1. The Subscription Term begins on the Effective Date and continues for the billing interval selected by Customer, automatically renewing for successive periods of the same length unless cancelled earlier in accordance with the Agreement.

- 6.2. Customer may cancel at any time through the Platform or by written notice, but cancellation only takes effect at the end of the then-current billing period unless KYC-Chain expressly agrees otherwise in writing. Fees already paid or accrued are not refundable except as required by law.
- 6.3. In addition to the suspension and termination rights in the Terms, KYC-Chain may suspend or terminate access immediately if Customer has insufficient prepaid balance for usage-based Services, fails a payment authorization, initiates an unjustified chargeback, or uses the Services in a manner that creates disproportionate operational, legal or third-party pass-through cost exposure for KYC-Chain.
- 6.4. On expiry or termination, Customer's right to access and use the Services ceases immediately, subject to any limited data export period KYC-Chain may make available. Clauses that by their nature should survive will survive, including payment obligations, disclaimers, liability limitations, confidentiality, intellectual property, indemnities and DPA obligations.

7. ORDER OF PRECEDENCE

- 7.1. For Services acquired under this Addendum B, the order of precedence in the event of conflict is: (a) the DPA, solely with respect to personal data processing; (b) the Online Order Details, solely with respect to plan-specific commercial terms, feature entitlements, usage metrics, Fees and billing interval; (c) this Addendum B; and (d) the Terms.
- 7.2. No purchase order, procurement portal terms or other customer terms and conditions will amend the Agreement or have any force or effect, even if acknowledged, referenced or processed by KYC-Chain.