

SPECIFIC TERMS AND CONDITIONS**TRUSTFORMER KYT & AML**

This Specific Terms and Conditions ("STC"), the General Terms and Condition ("Terms") and the Order Form (collectively the "Purchase") are deemed as part of the terms and conditions to govern the contractual relationship between You and CHAINUP. It shall be effective between You and CHAINUP from Effective Date upon Your signing and execution of the Order Form to purchase the Trustformer KYT & AML. This STC does not require any signing.

DEFINITIONS AND INTERPRETATION

1. In this Terms, unless the context otherwise requires, the following expressions shall have the following meanings:
 - "Authorised Users"** means Your employees, agents and independent contractors who are authorised by You to use the Services;
 - "Customer Data"** means the data provided by You, Authorised Users, or CHAINUP on your behalf for the purpose of using the Services or facilitating your use of the Services;
 - "Normal Business Hours"** means 10.00 am to 7.00 pm local Singapore time, each Business Day;
 - "Services"** means the subscription services provided by CHAINUP to You under this agreement via <http://https://kyl.trustformer.ai/> or any other website notified to you by CHAINUP from time to time;
 - "SaaS"** means Software-as-a-Service;
 - "User Subscriptions"** means the user subscriptions purchased by You which entitle Authorised Users to access and use the Services in accordance with this agreement; and
 - "Vulnerability"** means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly
2. This STC may be amended and/or updated from time to time and will be posted on CHAINUP's relevant website. Your continued access and/or usage of service and/or product after such amendments and/or updates have been posted shall constitute Your agreement and consent to all of the relevant changes.
3. Any capitalized terms not defined herein shall have the meanings ascribed to those in the Order Form and/or the General Terms and Conditions.

USER SUBSCRIPTIONS

4. Subject to you purchasing the Services to permit the Authorised Users to use the Services during the Subscription Term solely for your internal business operations.
5. In relation to the Authorised Users, you undertake that each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential.
6. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify CHAINUP.
7. The rights provided herein are granted to you only, and shall not be considered granted to any of your subsidiary or holding company.
8. This agreement is effective upon the Effective Date for duration of an Initial Subscription Term and indefinitely after that ("Auto Renewal") until termination of this agreement. Unless Parties agreed in written otherwise, term of each Auto Renewal shall be an Initial Subscription Term and shall continue one after another without any interval.

SERVICES

9. CHAINUP shall, during the Subscription Term, provide the Services and make available to you on and subject to the terms of this agreement. The Services shall include the scope provided in the Order Form.

10. CHAINUP shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for any maintenance carried out of that may be notified directly to customers either via email or notification by the form of announcement on its website.
11. CHAINUP will, as part of the Services, provide you with standard customer support services during Normal Business Hours.

THIRD PARTY PROVIDERS

12. You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. CHAINUP makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not CHAINUP. CHAINUP recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. CHAINUP does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

CHAINUP'S OBLIGATIONS

13. CHAINUP shall use commercially reasonable endeavours and due care and skill in relation to its provision of the Services.
14. The undertaking herein shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to CHAINUP's instructions, or modification or alteration of the Services by any party other than CHAINUP or CHAINUP's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, CHAINUP will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out herein.
15. CHAINUP
 - (a) does not warrant that: your use of the Services will be uninterrupted or error-free;
 - (i) that the Services and/or the information obtained by you through the Services will meet your requirements; or
 - (ii) that the Services provided herein are deemed sufficient to comply with the applicable policies of the Central Bank in the local jurisdiction where the Services are being utilized. The Customer is advised to seek professional legal or regulatory advice to ensure that all Know Your Transaction (KYT), Anti-Money Laundering (AML), and Countering the Financing of Terrorism (CFT) regulatory requirements are fully met in connection with the use of our Services; or
 - (iii) Services will be free from Vulnerabilities.
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
16. This agreement shall not prevent CHAINUP from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
17. CHAINUP warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
18. CHAINUP shall follow its archiving procedures for Customer Data only to the extent necessary for the provision of its Services or required by law. In the event of any loss or damage to Customer Data, your sole and exclusive remedy against CHAINUP shall be for CHAINUP to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by CHAINUP in accordance with the archiving procedure according to its internal policy. CHAINUP shall not be

responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by CHAINUP to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.)

CUSTOMER'S (YOUR) OBLIGATIONS

19. You shall provide CHAINUP with (i) all necessary co-operation in relation to this agreement; (ii) all necessary access to such information as may be required by CHAINUP, and (iii) non-exclusive, global, royalty-free license to utilize any information provided through the Services or otherwise shared with CHAINUP by the You, Authorized Users, or any third parties acting on behalf of You in order to provide the Services;
 - (a) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - (b) carry out all other customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed, CHAINUP shall not be held liable for any delay thereof;
 - (c) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for CHAINUP, its contractors and agents to perform their obligations under this agreement, including without limitation the Services; and
 - (e) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from your systems to CHAINUP's software and/or platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

Notwithstanding anything to the contrary in this agreement, You shall not use the Services in connection with, or for the benefit of, provide Authorized Users credentials to, or otherwise permit access to the Services by, any country, government, organization, entity, or person that is restricted by the HM Treasury Sanctions List, EU Consolidated List of Sanctions, United Nations Sanctions List, or any U.S. Treasury Department's Office of Foreign Asset Control ("OFAC") list (each, a "**Sanctioned Entity**").
20. You shall own all right, title and interest in and to all Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
21. You undertake that you shall comply with all necessary data protection regulations as the party that contracts directly with your end-users.
22. You undertake that (i) you either own or have the authority to provide the Customer Data to CHAINUP as outlined in this agreement; (ii) the license granted, along with the posting and use of Customer Data through the Services, will not (A) infringe upon any intellectual property, privacy, publicity, or other rights of any individual or entity, nor violate any applicable laws, or (B) breach any agreements between the You and third parties, nor create any rights for third-party beneficiaries; and (iii) unless inseparable from the Customer Data due to the inherent nature of blockchain technology or similar systems, or as permitted or requested by CHAINUP, the Customer Data will not contain any information that, either on its own or combined with other data provided by You, can identify an individual. You are solely responsible for (1) the method by which you acquired Customer Data; and (2) ensuring the accuracy, quality, and legality of the Customer Data, as well as communicating any necessary changes during the term if required by applicable law. You will make reasonable effort to assist CHAINUP in meeting any obligations under applicable privacy laws related to the use of Customer Data granted under this agreement.
23. You shall not use, whether directly or indirectly, the Services under this agreement to engage in activities prohibited by the any government in any jurisdiction, otherwise
24. you shall bear the legal responsibility arising therefrom; and
25. this agreement will automatically terminate when your actions are illegal or take similar measures; and
26. CHAINUP has the right to request you to compensate CHAINUP for any losses suffered.

27. You have sole and exclusive responsibility for compliance with all applicable laws in relation to your usage of the Services hereunder, and agree that CHAINUP is only a software service provider. If for any reason whatsoever, You continue any activities that breach any applicable laws, then You shall bear full responsibility for compliance with all applicable laws in relation to the activities contemplated herein. You shall indemnify, defend and hold harmless CHAINUP (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, arising from your aforementioned responsibility to comply with all applicable laws.

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