



REFERRAL TERMS & CONDITIONS

Version. 20250218v1.0

REFERRAL TERMS AND CONDITIONS

This Terms and Conditions ("Terms") and the Referral Form/Internal Referral Form (collectively known as "Appointment") are collectively 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 Start Date upon your signing and execution of the Referral Form/Internal Referral Form. This Terms does not require any signing and/or execution.

Definitions and Interpretation

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

"business day"	means a day (except Saturday, Sunday, public holidays and unscheduled holidays) on which banks and financial institutions are open for business in Singapore;
"CHAINUP"	refers to CHAINUP PTE. LTD. and its affiliates and subsidiaries;
"CHAINUP's Intellectual Property"	refers to the intellectual property used on or in relation to the Products and CHAINUP's business and the goodwill connected with CHAINUP's business;
"CHAINUP's Standard Supply Terms"	refers to CHAINUP's standard supply terms for each and every product supplied by CHAINUP, which may be amended from time to time, if any;
"Commission"	refers to the referral fee due to you upon CHAINUP's receipt of the relevant revenue for a Contract;
"Contract Term"	refers to the 'Contract Term' indicated in the Referral Form/Internal Referral Form;
"day", "week", "month", "year"	refers to that day, week, month, year in accordance with the Gregorian calendar (any "daily", "weekly", "monthly", "yearly", "annually" shall also be construed accordingly);
"Effective End Date"	refers to the "Effective End Date" defined in the Referral Form/Internal Referral Form;
"Effective Start Date"	refers to the "Effective Start Date" defined in the Referral Form/Internal Referral Form;
"Appointment"	refers to the contractual relationship entered into by you and CHAINUP and/or appointment made under the Referral Form/Internal Referral Form and this Terms;
"Referral Form/Internal Referral Form"	refers to a document known as "Referral Form" or "Internal Referral Form" entered and executed by you and CHAINUP, which consist all material terms and specifications of your Appointment from CHAINUP;
"Party", "Parties"	refers to you and/or CHAINUP, collectively and/or respectively;

"payment term"	refers to the "Payment terms" agreed by the Parties in the Referral Form/Internal Referral Form;
"Sanctions"	any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) United States government; (ii) United Nations; (iii) European Union; (iv) United Kingdom; or (v) any respective governmental institutions and agencies of any of the foregoing;
"Products"	refers to the "Products" supplied by ChainUp Group as listed and agreed in the Referral Form/Internal Referral Form;
"Software Sales"	referring to the sale of software products supplied and offered by ChainUp Group

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

Appointment

13. **Authority to promote sales.** CHAINUP appoints you as its non-exclusive referral agent to promote the sale of the Products on behalf of CHAINUP in accordance to this Terms and the Referral Form/Internal Referral Form, and you, upon execution of the Referral Form/Internal Referral Form, accepts the appointment as well as these Terms. Your Appointment shall only grant you the authority to refer and/or introduce any potential clients to CHAINUP's internal teams and thereafter handled and contracted directly by CHAINUP.
14. **Third party appointment.** You shall only associate with, appoint or engage any third party in respect of your Appointment only on the basis of a written contract which imposes on and secures from that

person terms equivalent to those imposed on you in these Terms and provided for the written approval by CHAINUP. Notwithstanding with any other terms herein, you shall at all time be fully responsible for the observance and performance by such third party of, and shall be fully liable to CHAINUP for any breach by such third party, whether or not a written contract is entered between you and such third party.

15. **Freedom to appoint other intermediaries.** CHAINUP shall be free to appoint other persons, firms or companies as its agent, distributor, franchisee or other intermediary for the sale of the Products or otherwise.
16. **Freedom to engage in marketing and sales activities.** CHAINUP shall be free to advertise, promote or whatsoever market the Products and to make offers or quotations to or negotiate with or sell the Products to any person which is not referred by you and without any obligation to pay any commission to you under your Appointment.
17. **Restriction regarding competing services.** You shall not, except with CHAINUP's prior written consent, during the term of this Agreement and for a period of twelve (12) months following the termination or expiry of your Appointment, whether directly or indirectly in any manner whatsoever engage, participate, represent or whatsoever involve in any capacity with any business providing services and/or products which is competitive with CHAINUP's lines of business or any Products.

Duties and Obligations under Your Appointment

18. You shall only be responsible for making the referral or introduction of potential clients to CHAINUP, but not including any negotiation, bargaining, contract or whatsoever dealing with such potential clients. For the avoidance of doubt, a referral of potential clients shall not include (i) any person or entity that is already a client of CHAINUP; (ii) any person or entity to which CHAINUP is currently or has in the past provided products or services; or (iii) any person or entity with whom CHAINUP is having negotiation, bargain or whatsoever discussions regarding provision of products or services. CHAINUP reserves the sole and absolute discretion to determine the validity of any referral for the purposes of this referral program.
19. **Prices of Products and CHAINUP's Standard Supply Terms.** On the basis that you shall only introduce and refer potential clients to CHAINUP, you should not under any circumstances be required to discuss prices for any Products with any potential clients, unless with CHAINUP's prior written consent. If necessary, you shall also, in the course of dealing with clients and potential clients, bring to their notice CHAINUP's Standard Supply Terms, which will be incorporated into each sale contract signed between CHAINUP and such relevant client introduced or referred by you.
20. You shall act towards CHAINUP conscientiously and in good faith and not allow its interests to conflict with the duties that it owes to CHAINUP under your Appointment and the general law. You shall not act in a way which will incur any liabilities on behalf of CHAINUP.
21. **Compliance with instructions.** You shall comply with all reasonable and lawful instructions and/or requests of CHAINUP from time to time concerning the marketing and sale of the Products, and generally shall conduct yourself in such manner as it thinks best to promote the interests of CHAINUP. You shall also comply with all applicable laws in relation to your performance under your Appointment.
22. **Promotion of Products.** You shall use reasonable endeavours to carry out your obligations and duties in the Territory with all due care and diligence, and shall seek to improve the CHAINUP's goodwill in the Territory. You shall act in accordance with sound commercial principles in its relations with customers and potential clients (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and shall do nothing which CHAINUP considers could be prejudicial to its goodwill or commercial interests.
23. **Limits on representations regarding Products.** You shall not, without CHAINUP's prior written consent, make or give any representations, warranties or other promises concerning the Products.

24. **Offices and facilities.** You shall maintain at your own expense appropriate offices and administration facilities and systems as may be reasonably necessary for the effective performance of its duties under your Appointment.
25. **Personnel.** You shall be solely and exclusively responsible for all employees, representatives or other personnel ("Personnel") working for you to perform any of your obligations and duties under your Appointment. The Referral Form/Internal Referral Form and/or this Terms shall not under any circumstances create any employment relationship between CHAINUP and the Personnel.
26. **Disputes.** You shall not without prior reference to CHAINUP (and then only acting strictly on CHAINUP's express instructions) take part in any dispute or commence or defend in any court or other dispute proceedings on behalf of CHAINUP or settle or attempt to settle or make any admission concerning any such proceedings.
27. **Indemnity regarding legal compliance.** You shall indemnify CHAINUP against any liabilities incurred as a result of you breaching any law from time to time in force or the incurring of which is otherwise not authorised by CHAINUP under your Appointment.
28. **Final approval and pricing.** You hereby acknowledge that all Products promoted hereunder will be subject to CHAINUP's final approval and pricing.
29. You hereby acknowledge and agree that CHAINUP may modify the terms and conditions of this Terms or add or remove terms and conditions at any time. Your continued performance of obligations and duties under your Appointment following such changes constitutes your acceptance of any such modification, additions, or deletions.

Commission

30. Subject to successful referral and introduction of customer to CHAINUP, you shall only be entitled for the Commission based on the general structure and type of sales stipulated and agreed under this Terms and/or the Referral Form/Internal Referral Form unless the Referral Form/Internal Referral Form stated otherwise. For the avoidance of doubt, the Commission shall be based on actual receivables net of any applicable duties or tax, including but not limited to any withholding taxes, shipping taxes, custom duties, import taxes, value added tax and/or goods and services tax that may be applicable. The Commission payable to you shall also be inclusive of any applicable duties or tax, including but not limited to any withholding taxes, shipping taxes, custom duties, import taxes, value added tax and/or goods and services tax applicable. CHAINUP reserves all right to withhold any portion of the Commission for the tax purpose, if such is required by any law or regulation.
31. The relevant commission shall be payable to the Referral Agent only if the Referral Form/Internal Referral Form has been fully executed before the contracts with the customer are fully executed.
32. CHAINUP shall pay you the Commission at the rate and payment term to your designated bank account or digital wallet address in accordance to Referral Form/Internal Referral Form.
33. **Currency of Commission.** Unless stated otherwise in writing, Commission shall be paid to the you in the same currency in which the relevant revenue is received from the relevant clients.
34. **Software Sales.** Commission paid for Software Sales shall be based on its total payment collection of the fee of such software product during the first year only. It shall not be applicable for any type of professional service fees, including but not limited to any one-time installation fees, one-time customization fee, training fee, operation and maintenance fee and premium support. It shall also not be applicable for the annual recurring fee of renewal and any subsequent years after first year, regardless of the total duration of subscription term.
35. You shall receive commission for one Type of Sales only which is mutually exclusive. CHAINUP preserve its ultimate and absolute rights to interpret and determine the type of sales.
- 36.

Indemnification

37. Nothing in your Appointment shall operate to exclude or limit any Party's liability as follows:
- 37.1 for such Party's fraud, gross negligence, wilful misconduct, or fraudulent misrepresentation;
 - 37.2 for death or personal injury resulting from that Party's negligence;
 - 37.3 to pay any monetary amounts due under your Appointment; or
 - 37.4 to the extent that it cannot be lawfully excluded or limited, and each of the following provisions of Indemnification Clause is subject to this Clause.
38. You hereby indemnify, defend and hold harmless CHAINUP (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against:
- 38.1 Any losses, damages, dispute, claim, whatsoever liabilities that is caused by you and/or your representatives;
 - 38.2 Any loss of profits, loss of goodwill (or any other damage to reputation), loss of revenue, loss of business, loss of contracts, loss of anticipated savings, business interruption, loss of opportunity, loss of bargain or lost or corrupted data incurred in all cases, whether directly or indirectly;
 - 38.3 Any liabilities, whether directly or indirectly, incurred, caused or in connection to any third-party client of and/or party entered into an agreement with you, for any implied or express obligations and/or terms and condition as agreed under your Appointment and/or its relevant activities;
 - 38.4 All claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, arising from its aforementioned responsibility to comply with all applicable laws; and
 - 38.5 All claims, suits and actions brought against CHAINUP by third party due to your breach, failure to perform obligation under your Appointment or any other laws and regulations, and all resulting liabilities, damages, losses and costs awarded by a court or tribunal or included as part of a final settlement (in addition to reasonable attorney's fees and disbursements), arising from or relating to your breach of the terms and conditions of your Appointment, the service and/or product and/or violation of any applicable laws or regulations.
39. You shall bear the sole and exclusive responsibility to comply with all applicable laws in relation to your Appointment, failing which, (i) you shall bear full responsibility arising therefrom and indemnify 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 local laws, (ii) CHAINUP is entitled to terminate such contractual relationship with you immediately without prior notice, and (iii) you shall compensate CHAINUP for any losses suffered therefrom.

Limitation of Liability

40. With the exception of mandatory laws to the contrary, you agree that:
- 40.1 Under no circumstances can CHAINUP be liable for the reparation of any special, consequential or indirect losses of or punitive damages caused, contributed or affected by you. CHAINUP shall only be liable provided for its own gross negligence and wilful misconduct; and
 - 40.2 All claims are time-barred if not made within one year following the date the claim arose or the date the Party claiming ought reasonable to have been aware of the claim.

Intellectual Property

41. You acknowledge that CHAINUP's rights to the Intellectual Property used in connection with the Appointment and CHAINUP's Products, business and all the goodwill connected with CHAINUP's Intellectual Property are CHAINUP's sole and exclusive property.
42. **Limited licence to use CHAINUP's Intellectual Property.** You hereby agree and accept that:
- 42.1 You are only permitted to use CHAINUP's Intellectual Property for the purposes of and during the term of your Appointment or otherwise in writing;
 - 42.2 Other than to that extent, you shall have no right to use or to allow others to use CHAINUP's Intellectual Property or any part of it. You shall not seek to register any CHAINUP's Intellectual Property on behalf of CHAINUP without CHAINUP's express consent;
 - 42.3 You shall not use any trademarks, trade names or get-up which resemble CHAINUP's trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
 - 42.4 You shall not remove or alter any trademarks, trade names, or logos used in connection with the Products and shall not use any trademark or trade name of its own in connection with the Products;
 - 42.5 You shall not to crack, reverse engineer, decompile or disassemble any Intellectual Property provided by CHAINUP;
 - 42.6 You shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with CHAINUP's Intellectual Property; and
 - 42.7 You shall make a statement in any advertising material and promotional literature produced by or for it in connection with the Products as to the ownership of any relevant CHAINUP's Intellectual Property used or referred to therein.

Confidentiality

43. "Confidential Information" including but not limited to:
- 43.1 Information about the existence and content of the expected transactions under your Appointment; and
 - 43.2 All exclusive, confidential, non-public technical and commercial information disclosed by CHAINUP ("Disclosing Party") to you ("Receiving Party"), including but not limited to:
 - 43.2.1 any technical information such as R&D design, service or product design concepts/ideas, source code, object code, software documentation, products and specifications, data, models, samples, drafts and product test results disclosed by the Disclosing Party to the Receiving Party or its employees before or after signing of the Referral Form;
 - 43.2.2 business information, such as marketing requirements and strategies, product plans and prices, client list, direction of business development, others involving in the management and operation systems and processes;
 - 43.2.3 any information of the other Party and/or its related party, obtained under your Appointment, and any information, software, data and other information data obtained under your Appointment; and
 - 43.2.4 other information disclosed by the Disclosing Party to the Receiving Party and subject to confidentiality obligations to third parties (whether such information is written, oral, graphic, Internet or any other form of disclosure).
44. Confidential Information does not include the following:
- 44.1 information received from third party without confidentiality obligation;

- 44.2 information that must be disclosed according to court orders or requirements of governments or local authorities with jurisdiction; or
- 44.3 information disclosed to relevant government departments, intermediary agencies, and the public in accordance with relevant national laws and regulations.
- 45. Parties shall ensure the confidentiality of the documents, material, any Confidential Information including but not limited to the source code and/or object code licensed hereunder, and Confidential Information obtained from the other Party under your Appointment, which cannot be obtained from any public channel. The Receiving Party shall undertake the following obligations to the Disclosing Party:
 - 45.1 to apply the same security measures and degree of care, but no less than reasonable care, to the Confidential Information as the Receiving Party applies with respect to such information of its own that it does not desire to disclose, publish or disseminate, which the Receiving Party warrants as providing adequate protection from unauthorized disclosure, copying or use;
 - 45.2 to promptly notify the Disclosing Party of any unauthorized release, disclosure or access to the Confidential Information or any part thereof;
 - 45.3 will never disclose Confidential Information to any third party;
 - 45.4 to prevent Confidential Information from being leaked or stolen;
 - 45.5 to take adequate remedial measures and notify Disclosing Party without delay when a leak or steal occurred or is likely to occur;
 - 45.6 to take measures to prevent Confidential Information from becoming publicly accessible and notify Disclosing Party without delay when the authority requests for disclosure;
 - 45.7 only disclose, for the purpose of your Appointment, confidential information to the personnel of Receiving Party who have a need to know such Confidential Information to perform activities contemplated under your Appointment, who has entered into a confidentiality agreement with the Receiving Party, under which confidentiality obligations equivalent to the provisions hereunder, to the extent necessary and in the form necessary, and guarantee that such personnel comply with confidentiality obligations under this Confidentiality Clause; and
 - 45.8 at the request of Disclosing Party, return or destroy the Confidential Information as required by the Disclosing Party and issue a written statement to the Disclosing Party recording the fact of return or destruction.
- 46. , Receiving Party shall obtain the written consent of the Disclosing Party before any Confidential Information can be disclosed.
- 47. If the Receiving Party breaches its confidentiality obligation, such Party shall be liable for breach of this Appointment (including but not limited to the attorney's fee, arbitration fee, travel fee, evaluation fee, printing fee, and audit fee for investigating liabilities for breach of your Appointment). Parties acknowledge that damages may not be an adequate remedy for the breach of any of the confidentiality provisions hereunder. Accordingly, without prejudice to any other rights and remedies it may have, the observant Party shall be entitled to seek the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the confidentiality provisions.
- 48. CHAINUP may outsource its obligations under your Appointment to any third party and CHAINUP is allowed to disclose any relevant and necessary Confidential information to the third party for the purpose of such outsourcing services engaged.

Contract Term and Termination

- 49. Your Appointment shall become effective for a period of Contract Term, from the Effective Start Date until Effective End Date, unless terminated earlier in accordance to the law or this Terms. Your Appointment shall automatically terminate upon expiry of such Contract Term without any prior notice required.

50. You hereby agree and acknowledge that CHAINUP is entitled to terminate your Appointment unilaterally at any time before the expiry of the Contract Term, if CHAINUP provides a 14 days prior notice to you.
51. Termination for material breach. Either party may immediately terminate your Appointment if the other Party commits a material breach under your Appointment, provided that the breach:
- 51.1 is not capable of remedy; or
 - 51.2 if capable of remedy, is not remedied to the non-breaching party's reasonable satisfaction within thirty (30) days of service of a notice requesting such remedy.
52. Termination for Insolvency Event. Either Party may terminate the Appointment if the other Party:
- 52.1 becomes insolvent or is unable to meet its debts;
 - 52.2 a petition for an administration order is filed at any court;
 - 52.3 or goes into liquidation whether voluntarily (save for the purpose of permitted amalgamation or reconstruction) or compulsorily;
 - 52.4 seeks re-organisation or to effect a plan or other arrangements with creditors;
 - 52.5 applies for, consents to, acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property; or
 - 52.6 passes a resolution for its winding up or a court of competent jurisdiction makes an order for its winding up which is not dismissed within seven (7) days.
- (collectively "Insolvency Event")
53. Without limiting any other right set out under this Terms, CHAINUP may at any time terminate the contractual relationship with you or suspend the provision of the service and/or product if:
- 53.1 You do anything that CHAINUP reasonably considers has given rise to, or is likely to give rise to, a material risk that CHAINUP might not be able to comply with any applicable law;
 - 53.2 CHAINUP reasonably believes this is necessary to protect the security or integrity of the service and/or product;
 - 53.3 You do anything that materially damages the reputation or brand of CHAINUP;
 - 53.4 You harm or misuse the service and/or product or bring the service and/or product into disrepute;
 - 53.5 there is a change in control in your organisation, including but not limited to by way of merger and acquisition, wherein in relation to an entity which is controlled by a person, that person ceasing to do so, or any other person acquiring control of it where the ownership, directly or indirectly, in the aggregate of more than fifty percent (50%) of the beneficial ownership interest of the entity and/or the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise; or
 - 53.6 in any other circumstances prescribed by laws or where in CHAINUP's sole discretion, the ongoing provision of the service and/or product is unable to comply with the relevant laws at that point of time. Termination of contractual relationship and suspension and/or termination of CHAINUP's obligations and provision of the service and/or product as a result of such regulation prescribed by law shall not be deemed as a breach of contract by CHAINUP.
54. Except stated otherwise in your Appointment, any termination of your Appointment does not affect:
- 54.1 either Party's rights in respect of any breach of your Appointment occurring before such termination;
 - 54.2 either Party's liabilities incurred prior to such termination;
 - 54.3 Your obligation to pay sums due to CHAINUP which have accrued and payable prior to the date of termination; and/or
 - 54.4 the obligations of the Parties to perform any other act under your Appointment which was due before such termination.

55. As part of CHAINUP's due diligence, you hereby agree that you shall cooperate with CHAINUP to conduct its internal compliance policy ("KYC") on you. CHAINUP hereby reserve the right to suspend, rescind or terminate the contractual relationship with you unilaterally with immediate effect and without any liability in the event you have failed the KYC requirement in accordance to CHAINUP's internal compliance policy.
56. Upon termination the contractual relationship between you and CHAINUP, you shall (i) have no right to use and access the service and/or product; (ii) settle and pay all outstanding payment and/or liquidated damages (if any) due and payable to CHAINUP within five (5) Business Days failing which, without prejudice to any other clauses and provisions, CHAINUP is entitled to collect such outstanding payment by automatic deduction from the Assets without your consent ; and (iii) have no right to any refund for any payment that have been made to CHAINUP unless such termination is resulted from a breach of CHAINUP. Upon such termination, CHAINUP shall no longer have the obligation to provide the service and/or product.
57. Termination of our contractual relationship shall not bring to an end to any clauses and provisions which by their nature are intended to survive termination or expiry of your Appointment.

Compliance with Law and Ethics

58. Parties shall comply with all applicable laws in performing its respective obligations under your Appointment and shall have in place an appropriate code of ethics that commits each Party to working in an ethical manner regarding the avoidance of fraud and corrupt practices, combatting slavery and human trafficking, recognising employee rights and protecting the environment.
59. Parties shall comply the Prevention of Corruption Act 1960 and use all reasonable endeavours to ensure that respective personnel, subcontractors and all others associated with Parties involved in performing services for or on behalf of or otherwise involved with this contractual relationship so comply.
60. Aforementioned commercial bribery conducted by any personnel of either Party shall be deemed as the Party's act. If a Party violates this regulation, the observant Party may stop all cooperation with the delinquent Party and have the right to terminate your Appointment, take measures such as pausing delivery and service, freezing all accounts payable against the delinquent Party according to law. If the observant Party suffers from the commercial bribery of the delinquent Party, the delinquent Party shall bear the relevant losses.

Restrictions

61. In response to the policies of various countries and regions around the world, CHAINUP does not provide services or products to users in the following non-exhaustive countries and regions, as at the Effective Date: Iraq, Cuba, Iran, North Korea, Sudan, Syria, Guam, Bangladesh, Ecuador, Mainland China, Kyrgyzstan and Mariana Islands, and any other provided in the Sanctions ("Prohibited Countries").
62. You hereby acknowledge that the above list of Prohibited Countries is not exhaustive and shall always be pegged to and updated according to the relevant policy changes automatically. You shall use commercially reasonable endeavours to ensure that services through the service and/or products are not provided to users in any prohibited countries. You further acknowledge that if you apply the system developed by CHAINUP to provide services to end-users in any prohibited countries and regions, CHAINUP shall not be liable for all legal consequences including but not limited to civil, criminal and administrative. You shall solely and exclusively comply with any such policy, regulation and law of the relevant jurisdiction, in connection with your own business or any commercial activity.
63. You also acknowledge that in the event there is any such breach, violation or infringement of any policy, regulation or law of any jurisdiction, you shall indemnify, defend and hold harmless 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, directly or indirectly, arising from the aforementioned responsibility to comply with all applicable laws.

64. You acknowledge that CHAINUP is providing the service and/or product merely on the nature of technical service provider and in the event that there is any uncertainty or ambiguous to any relevant policy and/or list of Prohibited Countries and/or legal concerns, you shall obtain legal advice from your legal professionals that are licensed to practice law in the jurisdictions and/or area of law where you may be concerned with.
65. In order to realize the restrictions of the above countries and regions, CHAINUP may be performing the following (but shall not be limited to at any point of time) in relation to the service and/or product:
- 65.1 restrict the relevant country/region codes to prevent new users whose mobile numbers belong to the Prohibited Countries to register for accounts; and/or
- 65.2 carry out basic phone number verification for all your end-users for the purposes of preventing end-users from Prohibited Countries to use the relevant services. However, you shall remain solely and exclusively responsible for performing all KYC requirements under the applicable laws.

Notices

66. Any notice, communication and/or information to be given in connection with your Appointment (each, a "Notice"):
- 66.1 must be in writing in English;
- 66.2 must be addressed to the Party to whom it is to be given ("Addressee") at the address or e-mail address set out in the Referral Form or to any other address or e-mail address as notified by the Addressee for the purposes of this clause;
- 66.3 must be either:
- 66.3.1 delivered by hand or sent by pre-paid registered post (by registered airmail in the case of international service) to the Addressee; or
- 66.3.2 sent by e-mail to the Addressee's e-mail address; and
- 66.3.3 is deemed to be received by the Addressee in accordance with this Notice Clause.
67. A Notice sent according to this Notice Clause shall be deemed to have been received:
- 67.1 if delivered by hand, at the time of delivery;
- 67.2 if sent by pre-paid registered post, on the second Business Day after the date of posting (or if sent by registered airmail, on the sixth Business Day after the date of posting); or
- 67.3 if sent by e-mail, at the time of receipt into the recipient's electronic mail server, except that if a Notice is received on a day which is not a Business Day or is after 5.30 p.m. (Addressee's time) on a Business Day, it shall be deemed to have been received at 9:30 a.m. (Addressee's time) on the following Business Day.
68. If either Party changes its mailing address or contact information, it shall notify the other Party in writing on the day of the change, otherwise the original contact information provided in the Referral Form shall prevail. If either Party violates the foregoing provisions, unless otherwise provided by law, the changing Party shall be liable for the resulting effects and losses.

Force Majeure

69. "Force Majeure" means:
- 69.1 In relation to either Party, any circumstances and conditions render it non-performance or delay in performance under your Appointment, including but without limitation to acts of God, flood,

fire, storms, droughts, typhoons, earthquakes, and social events such as war (whether declared or not), turmoil, strikes, government actions, policies or laws, and any other circumstances of similar nature which is directly or indirectly beyond the control of the parties under your Appointment, unforeseeable and unavoidable; and

- 69.2 Any circumstance and conditions directly or indirectly affected, contributed and/or caused by Clause (i) above, including but without limitation to hacking (eg. DDoS attacks), equipment failures, network failures, service failures caused by power outages of cloud service providers, management failures, or digital currency damage/loss caused by and not limited to viruses and bugs, and any other circumstances of similar nature.
70. If either Party is affected by Force Majeure, it shall forthwith notify the other Party in writing within three (3) Business Days after occurrence of the Force Majeure event and shall within fourteen (14) Business Days thereafter, provide the other Party with written proof causing the failure or delay in performance of obligations in whole or in part under your Appointment.
71. Neither Party shall be deemed to be in breach of your Appointment, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations to the extent that such delay or non-performance is due to any Force Majeure, and the time for performance of that obligation shall be suspended and extended accordingly.
72. If the Force Majeure in question prevails for a continuous period in excess of three (3) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or the agreeing upon such alternative arrangements as may be fair and reasonable to minimize possible losses. After the Force Majeure situation or event has disappeared, both Parties shall continue to perform respective obligations under your Appointment within a reasonable agreed time.

Governing Law and Dispute Resolution

73. Both Parties agree that the Appointment shall be governed by and construed in accordance with the laws of Singapore, excluding conflict of laws.
74. Any dispute arising from and relating to your Appointment shall be settled by both parties with negotiation. The parties agree to first attempt to resolve the matter through direct discussions between the senior management. If both parties are still unable to reach an agreement, each party shall promptly designate a stakeholder with decision making authority to engage in these discussions in good faith in an effort to resolve the dispute amicably.
75. If the negotiation fails or Parties fail to negotiate within thirty (30) days, such dispute, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance to Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of arbitration shall be English. Such arbitration award shall be a final ruling and is legally binding the Parties. The losing party shall pay the winning party's attorney fees, arbitration fees, travel expenses and other rights-protection expenses arising from such arbitration.

Miscellaneous

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

77. **BINDING EFFECT.** This Terms, the Specific Terms and Conditions and the Referral Form shall be binding upon the Parties and its permitted legal assigns and successors in title by operation of law or otherwise.
78. **VARIATION.** No variation of your Appointment shall be effective unless it is in writing and signed by the Parties (including respective authorised representatives).
79. **SEVERANCE.** Illegality, invalidity or unenforceability of any provision in your Appointment under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction and the legality, validity or enforceability of other provisions of your Appointment
80. **ASSIGNMENT.** You shall not assign any of its rights under your Appointment without the prior consent of CHAINUP. Your Appointment shall apply to, and be binding in all respects upon, and inure to the benefit of the permitted legal assigns and successors in title by operation of law or otherwise.
81. **THIRD-PARTY RIGHTS.** A person who is not a party to your Appointment shall not have any right under Contracts (Rights of Third Parties) Act 2001 to enforce any term under your Appointment, but it does not affect any right or remedy of a third party which exists or available apart from that Act.
82. **REMEDIES.** No remedy conferred by any of the provisions under your Appointment is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.
83. **WAIVER.** Any Party fails to exercise or delay the exercise of any right or remedy hereunder shall not be deemed a waiver of rights or remedies by any Party. No separate or partial exercise of rights or remedies can prevent exercise of further or other rights or remedies, or to prevent other exercise of the rights or remedies.
84. **FURTHER ASSURANCE.** Parties agree to do everything reasonably necessary at its own expenses to give effect to your Appointment and any transactions contemplated by it including but not limited to the execution of documents, and to use all reasonable endeavours to cause relevant third parties to do likewise.
85. **NO PARTNERSHIP OR AGENCY.** Nothing in your Appointment is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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