

GENERAL TERMS AND CONDITIONS

("TERMS")

KYC-CHAIN SERVICES

Last Updated: March 18, 2025 (effective from March 28, 2025)

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 in the Services Agreement are expressed, invoices are issued, and payments are made;
- 1.1.4. **"Customer"** means a natural person or corporate body specifically indicated in the Order Form of the Services Agreement as Customer;
- 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 the date indicated in the Order Form;

- 1.1.7. **"Individual User"** means a user having his/her own account that is used to utilize the Services according to the Services Agreement with Customer;
- 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, security, and compliance of the Services, including updating and enhancing the Services to improve performance, reliability, and security, as well as to comply with applicable Laws, performing regular system maintenance such as scheduled downtimes, software updates, security patches, and other technical interventions necessary to sustain the Services' integrity and functionality, monitoring the use of the Services to prevent unauthorized access, ensure data security, and maintain compliance with the Agreement and applicable Laws, providing customer support and troubleshooting to address any issues or concerns related to the functionality or performance of the Services, retaining Customer Data for the duration of the Service Term, and building or improving the quality of the Services; all maintenance activities shall be conducted strictly within the extent and limitations of the data processor's role (service provider's role, if applicable) as defined under the applicable Laws.
- 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 Service Level Agreement, which, if signed by the Parties, forms an integral part of this Agreement, which outlines the IT parameters required to support and sustain the Services provided;
- 1.1.14. **"Service Term"** means the initial period of the Agreement, whose duration is specified in the Order Form, and which shall include a renewal period, if any;

- 1.1.15. **"Services"** means KYC-Chain's proprietary electronic service (including KYC-Chain's technology and platform underlying said service and any reference material or documentation provided in connection with such service), available at kyc-chain.com, or such other services provided by KYC-Chain;
- 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"** means a fee payable by Customer to KYC-Chain for the use of the Services during the Service Term, as indicated in the Order Form;

2. ACCEPTANCE AND MODIFICATIONS

2.1. By accessing, using, or continuing to use the Services provided by KYC-Chain, including but not limited to visiting the KYC-Chain website, utilizing any related applications, software, or platforms, or by indicating acceptance of these Terms through any electronic means, Customer hereby agree to be bound by these Terms and any amendments, modifications, or updates thereto. Customer continued use of the services signifies its acknowledgment and acceptance of these Terms in their entirety. Acceptance is also confirmed through any form of electronic consent, including but not limited to checkboxes, pop-up screens, or any other mechanism that provides Customer the option to accept these Terms.

2.2. KYC-Chain reserves the right to amend, modify, or update these Terms at any time. Any such amendments, modifications, or updates will be effective upon being posted on the KYC-Chain website or through any other reasonable means of communication, including email notification to Customer. Continued use of the Services following the posting or notification of any changes to the Terms constitutes the Customer's acceptance of those changes.

2.3. In the event of a significant amendment, modification, or update to these Terms, KYC-Chain will provide a more prominent notice, which may include a pop-up notice or a specific email detailing the changes and the effective date. The Customer's continued use of the Services after such notification will constitute acknowledgment and acceptance of the updated Terms.

2.4. If any amendment, modification, or update is required by Laws, it will take effect as required without prior notice.

3. AGREEMENT

3.1. The Services Agreement, including the Order Form (the **"Services Agreement"**), is made on the date indicated in the Order Form by and between KYC-Chain and a Customer (collectively the **"Parties"** and each a **"Party"**).

3.2. The Agreement and these Terms regulate all rights and obligations concerning the provision of Services indicated in the Order Form as purchased by Customer.

3.3. The full agreement between the Parties (the **"Agreement"**) is comprised of:

- i. The Services Agreement,
- ii. These General Terms and Conditions (the "**Terms**"),
- iii. Service Level Agreement ("**SLA**"), if signed between the Parties, and
- iv. The Data Processing Addendum is attached hereto as Addendum A (the "**DPA**").

3.4. Except as expressly set out in this Agreement, if there is a conflict or inconsistency between the Services Agreement, the Terms, or the SLA, then the Services Agreement shall prevail.

3.5. In the event of any conflict between the DPA and this Agreement, the DPA shall take precedence if and to the extent that such conflicting provisions relate to the processing of personal data.

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 these Terms. KYC-Chain collects and uses all such data and information in accordance with the DPA.

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 Services to collect) any Special Category Personal Data unless Customer has complied with European Union Regulation 2016/679. Notwithstanding any other provision to the contrary, Customer hereby acknowledges and agrees that KYC-Chain has no liability under the Agreement for Special Category Personal Data submitted in violation of the foregoing.

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.

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, Schedule 1 to the DPA applies.

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.

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 Fee 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 (if otherwise is not agreed between the Parties), to use Services during the Service Term (and to permit the Customer's Individual Users to do so) solely for the Customer's internal business operations (if otherwise is not mentioned in the Services Agreement).

7. KYC-CHAIN'S OBLIGATIONS

7.1. KYC-Chain will provide Services as indicated in the Order Form in accordance with this Agreement.

7.2. Subject to the terms of this Agreement, KYC-Chain shall be obliged to provide Services to Customer only after receiving a respective Fee. If the relevant SLA is signed by the Parties, KYC-Chain will use commercially reasonable efforts to meet the service levels indicated.

8. CUSTOMER OBLIGATIONS

8.1. Customer is obliged to pay a Fee in accordance with the terms and conditions set forth in 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 subject to any sanctions administered or imposed by any national or supranational governmental authority (e.g., OFAC, HMT, UN, EU).

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 ensures that all its Individual Users comply with the terms and conditions of this 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 Customer's Individual User of the terms of this Agreement, or any claims brought by Individual Users against KYC-Chain, if otherwise not mentioned herein or in the Services 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 is obliged to pay the fees as specified in the Services Agreement.
- 10.2. All amounts under this Agreement shall be expressed in the Contractual Currency. The U.S. Dollar shall be the Contractual Currency unless the Order Form specifies otherwise.

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. If otherwise is not agreed between the Parties in the Services Agreement, 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 or by any court of competent jurisdiction or any inquiry or investigation by any government, official, or regulatory body that is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, and;
 - 12.3.2. the Receiving Party required to make such disclosure, if legally permitted, will notify the other Party of such requirement with a view to providing the opportunity for the other Party to contest such disclosure or otherwise agree to the timing and content of such 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. If otherwise is not mentioned in the Services Agreement, and except as expressly stated herein:

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 if otherwise not mentioned in the Services 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 if otherwise not mentioned in the Services Agreement, KYC-Chain's total liability to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement shall not exceed the Fee paid by Customer hereunder.
- 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.

14. GENERAL PROVISIONS

14.1. 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.

14.2. 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.

14.3. Nothing in this Agreement shall be construed as legal, tax, or investment advice.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

14.9. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

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**"), and
- i. 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 Customer Data is processed (a "**Data Controller**"), whereas KYC-Chain processes Customer 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 the Agreement, including this DPA, (i) "**Personal Data**" has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws; and (ii) "**Customer Data**" means Personal Data that Customer and/or Customer's Individual Users provide to KYC-Chain that KYC-

Chain processes to provide the Services 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.

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 Individual Users interact with the Services, such interactions shall be deemed to be conducted under the Customer's documented instructions.

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. Any additional data required to provide the Services.

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 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;

- 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 (in particular, requests for access to, rectification, or blocking of Customer Data) received directly from Individual Users.

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 Customer's Individual Users in respect of access to or the rectification, erasure, restriction, portability, objection, blocking, or deletion of Customer Data that KYC-Chain processes for Customer. In the event that a data subject sends such a request directly to KYC-Chain, KYC-Chain will promptly send such request to 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.

8. REQUIRED PROCESSING

If KYC-Chain is required by Data Protection Laws to process any Customer Data for a reason other than in connection with the Agreement, KYC-Chain will inform Customer of this requirement in advance of any such processing, unless legally prohibited.

9. NO DECISION-MAKING

KYC-Chain hereby affirms that it does not engage in any decision-making processes, whether automated or manual, with respect to Individual Users or other data subjects. KYC-Chain does not provide advice, recommendations, or solicit any actions to be taken by Customer.

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

Customer agrees to indemnify, defend, and hold harmless KYC-Chain and KYC-Chain Entities 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 actions, decisions, and use of information derived from the Services.

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.

Services provide Customer with full ownership and control over the data in their cloud storage, therefore Customer are responsible to keep the data safe.

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, as may be specified by the Parties in the Services Agreement. 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

The standard contractual clauses will apply to Personal Data that is transferred, either directly or via onward transfer, to any Third Country. The Controller-to-Processor Clauses will apply to such data transfer (Schedule 1 to this DPA).

13. TERM; DATA RETURN AND DELETION

This DPA shall remain in effect until the termination of the Agreement (and all Customer Data has been returned or deleted in accordance with this DPA). If a shorter term is not required by Data Protection Laws, KYC-Chain will retain Customer Data for a maximum of thirty (30) days, after which it will be deleted, except where KYC-Chain is required to retain copies under applicable Laws, in which case KYC-Chain will isolate and protect that Customer Data from any further processing except to the extent required by applicable Laws. On the termination of the Agreement, KYC-Chain will direct each Subprocessor to delete the Customer Data, unless prohibited by law. KYC-Chain may continue to process information derived from Customer Data that has been de-identified, anonymized, and/or aggregated such that the data is no longer considered Personal Data under applicable Data Protection Laws and in a manner that does not identify individuals or Customer to improve KYC-Chain's systems and services.

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 set out in the Services Agreement;
- b. **Importer contact details:** those of KYC-Chain as set out in the Services Agreement;
- c. **Governing Law:** as set out in the Services Agreement;
- 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;
- l. 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 a continuous basis for the duration of the Services 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: based on the duration of the Services Agreement;
- m. In Annex I, Part C: The Irish Data Protection Commission will be the competent supervisory authority;
- n. Technical and organizational measures are specified in the DPA;
- o. The Controller (Customer) authorizes the use of the following sub-processors (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. Kompany/Brex:
 - details on the name, address, locations, and activities: <https://www.kompany.com/>;
 - matter, nature, and duration of the processing: <https://www.moodyys.com/web/en/us/legal/privacy-policy.html>);
 - contact details: <https://www.moodyys.com/web/en/us/kyc/about.html>;
 - 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. ComplyAdvantage:
 - details on the name, address, locations, and activities: <https://complyadvantage.com/>;
 - matter, nature, and duration of the processing: <https://complyadvantage.com/privacy-notice/>;
 - contact details: <https://complyadvantage.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 in case (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 (authorize KYC-Chain to collect from Individual Users) Personal Information relating to California Consumers in connection with KYC-Chain' performance of the Agreement, KYC-Chain is 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.