Master Subscription Agreement

THIS DLTLEDGERS MASTER SUBSCRIPTION AGREEMENT is entered into as a global master agreement by and between DLTLEDGERS, company defined in Section 1 below and the client ("Client") identified in the corresponding Order Schedule referencing this Agreement (on behalf of itself and its Affiliates, for whom Client agrees it is responsible under this Agreement).

By executing an Order Schedule referencing this Agreement, Client agrees to the terms of this Agreement

This Agreement was last updated in July of 2021, and will be effective upon execution of the first Order Schedule between the parties referencing the Agreement by date (the "Effective Date")

1. Definitions.

1.1 "Affiliate" means with respect to a party, any person or entity that controls, is controlled by, or is under common control with that party, where "control" means ownership of more than fifty percent (50%) of the outstanding voting securities (but only as long as that person or entity meets this requirement).

1.2 "Agreement" means, collectively, this Dltledgers SaaS Subscription Agreement, any Statement of Work and Order Schedule agreed to by the parties, as well as any attached or referenced exhibits or schedules, and amendments to this Agreement, each of which are incorporated into the Agreement by this reference.

1.3 "Dltledgers" means one of the following entities depending on where Client resides, and includes any Affiliate identified on an Order Schedule or Statement of Work:

(a) If Client resides in Middle East and Africa, then "Dltledgers" means Dltledgers MENA LTD a ADGM entity with its principal place of business at dltledgers MENA LTD, Al Maqam Tower, Abu Dhabi Global Market, Abu Dhabi, UAE (License No. 000003270)

(b) if Client resides elsewhere, then "Dltledgers" means Distributed Ledger Technologies (DLT) Pte Ltd, a company registered in Singapore and, with its principal place of business at 81 Ayer Rajah Crescent, #01-65, Singapore 139967 (UEN No. 201801355K)

1.4 "#dltledgers Platform Subscription Service" means Dltledgers's hosted software application (accessible by Authorized Users via supported web browsers through the login page as ordered by Client under an Order Schedule, including ancillary Dltledgers-proprietary products made available as specified in an Order Schedule, and new features, functionality, enhancements, upgrades, error corrections and bug fixes to the "#dltledgers Platform

Subscription Service" which Dltledgers makes generally available for no additional charge to customers.

1.5 "Authorized User" means a named person who is authorized to use the "#dltledgers Platform Subscription Service" under a valid subscription or other right granted by Dltledgers to Client and has been supplied access to the "#dltledgers Platform Subscription Service" via a user identification and password by Client (or by Dltledgers at Client's request).

1.6 "Client Data" means any electronic data or materials provided or submitted by Client or Authorized Users to or through the "#dltledgers Platform Subscription Service" for processing, and the outputs and modifications to that data obtained from such processing.

1.7 "Intellectual Property Rights" means patents, patent applications, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights and similar forms of protection.

1.8 "Order Schedule" means a document signed by and between both Dltledgers and Client (including Affiliates of either party that enter into an Order Schedule) that references this Agreement and details the "#dltledgers Platform Subscription Service" to be provided by Dltledgers, the fees associated therewith, and any other transaction-specific provisions.

1.10 "Subscription Term(s)" means the subscription period(s) specified in an Order Schedule during which Authorized Users may use the "#dltledgers Platform Subscription Service", subject to the terms of the Agreement.

2. Provision of the "#dltledgers Platform Subscription Service"

2.1 "#dltledgers Platform Subscription Service"; Access Right. Dltledgers shall host and make the "#dltledgers Platform Subscription Service" available to Client during the Subscription Term(s) as described on one or more Order Schedule(s). The "#dltledgers Platform Subscription Service" includes the features and functionality for building blockchain network using the distributed ledger technology applicable to the "#dltledgers Platform Subscription Service" as ordered by Client. Dltledgers shall host the "#dltledgers Platform Subscription Service" and may update the content, functionality, and user interface of the "#dltledgers Platform Subscription Service" from time to time in its sole discretion. Some features and functionality may be available only with certain versions or editions of the "#dltledgers Platform Subscription Service", or subject to additional fees or additional provisions.

2.2 Access and Usage Restrictions. Client has a non-exclusive, non-sublicensable, non-transferable (except as specifically permitted in this Agreement) right to access and use the "#dltledgers Platform Subscription Service" under this Agreement during the applicable Subscription Term, solely for "Cross Border Trade Digitisation" and Client's business purposes relating to the creation of digital network with external ecosystem partners, processing of data subject to the limitations stated in the Order Schedule(s). Unless otherwise specifically permitted in this Agreement, Client shall not (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to the "#dltledgers Platform Subscription Service" in a manner that allows access or use of the "#dltledgers Platform Subscription Service" by an

individual who is not an Authorized User, or to commercially exploit the "#dltledgers Platform Subscription Service"; (b) copy, modify or create derivative works based on the "#dltledgers Platform Subscription Service" (for the sake of clarity, inputting Client Data is not considered a creation of a derivative work); (c) reverse engineer or decompile the "#dltledgers Platform Subscription Service" (except to the extent permitted by applicable law and only if Dltledgers fails to provide permitted interface information within a reasonable period of time after Client's written request); (d) copy any features, functions or graphics of the "#dltledgers Platform Subscription Service" ; (e) allow Authorized User subscriptions to be shared or used by more than one individual Authorized User (except that Authorized User subscriptions may be reassigned to new Authorized Users replacing individuals who no longer use the "#dltledgers Platform Subscription Service" for any purpose, whether by termination of employment or other change in job status or function); or (f) access or use the "#dltledgers Platform Subscription Service" except as expressly permitted under this Agreement; and (g) access or use the "#dltledgers Platform Subscription Service" (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (iv) in a manner that interferes with or disrupts the integrity or performance of the "#dltledgers Platform Subscription Service" (or the data contained in the "#dltledgers Platform Subscription Service"); or (v) to gain unauthorized access to the "#dltledgers Platform Subscription Service" (including unauthorized features and functionality) or its related systems or networks.

2.3 Availability & Support. Subject to the Dltledgers Availability and Support SLA attached as Exhibit A, during the Subscription Term Dltledgers shall maintain and support the "#dltledgers Platform Subscription Service".

2.4 Security and Integrity of Client Data. Client acknowledges that it retains administrative control over to whom it grants access to the Client Data hosted in the "#dltledgers Platform Subscription Service". Nonetheless, during the Subscription Term, Dltledgers shall maintain reasonable administrative and technical safeguards designed for the physical protection, confidentiality, and integrity of Client Data at least as rigorous as the measures described in Dltledgers's Data and Security Policy. Dltledgers will not use Client Data except to provide the "#dltledgers Platform Subscription Service", or to prevent or address service or technical problems, as permitted in this Agreement or as instructed by Client.

2.5 Usage Limits. Use of the "#dltledgers Platform Subscription Service" is subject to the usage limits identified in an Order Schedule, which may include limitations on features and functionality. If a party detects or becomes aware that Client exceeds a limit, that party shall promptly notify the other, and Client shall work with Dltledgers to promptly change its usage to comply with the limit. If Client fails to change its usage or to comply with the limit within thirty (30) days, or if Client notifies Dltledgers of its intent to continue with the excess usage, Client shall execute an Order Schedule and pay invoices issued by Dltledgers for that excess usage. As may be reasonably requested by Dltledgers from time to time, Client agrees to verify, certify, or provide evidence that its use of the "#dltledgers Platform Subscription Service" is within the applicable usage limits.

3. Client Responsibilities.

3. Client Responsibilities. Client has exclusive control and responsibility for determining what data Client submits into the "#dltledgers Platform Subscription Service" and for obtaining all necessary consents and permissions for submission of Client Data and processing instructions to Dltledgers. Client is further responsible for the accuracy, quality, and legality of all Client Data, and for the acts and omissions of Authorized Users in accessing and using the "#dltledgers Platform Subscription Service". Client shall use reasonable measures to prevent, and shall promptly notify Dltledgers of, any known or suspected unauthorized use of the "#dltledgers Platform Subscription Service" or Authorized User access credentials.

4. Intellectual Property Rights and Ownership.

4.1 Client. Client grants Dltledgers a worldwide, non-exclusive license for the limited purpose of allowing Dltledgers to host, copy, process, transmit and display Client Data as reasonably necessary for Dltledgers to provide the "#dltledgers Platform Subscription Service" as permitted in this Agreement. Subject to this limited license right, as between Dltledgers and Client, Client owns all right, title and interest, including all related Intellectual Property Rights, in and to the Client Data.

4.2 Dltledgers. Dltledgers owns and shall continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the "#dltledgers Platform Subscription Service". Client acknowledges that the Dltledgers name, the Dltledgers logo, and the product and feature names associated with the "#dltledgers Platform Subscription Service" are trademarks of Dltledgers or third parties, and no license to those marks is granted under this Agreement. Client grants to Dltledgers a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate and use, commercialize and distribute with the "#dltledgers Platform Subscription Service" any suggestions, recommendations or other feedback specifically relating to the "#dltledgers Platform Subscription Service" as Client in its discretion may elect to provide and to create derivative works of the same.

5. Microsoft cloud agreement

The subscriber also agrees to the terms and conditions governed by the Microsoft Cloud Agreement (MCA) downloadable from
http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_Asia_ExJPN,KOR,TAI_ENG_Sep20172_CR.pdf
or in http://www.microsoft.com

6. Billing and Payment

6.1 Fees; Payment. Client shall pay all undisputed fees and charges to Client's account under the Statement of Work or Order Schedule as invoiced by Dltledgers. Unless otherwise stated in a Statement of Work or Order Schedule, amounts are due and payable within thirty (30) days after the date of the invoice. If Client disputes any part of an invoice in good faith, Client

shall (a) provide Dltledgers with notice and reasonable detail of the dispute before the invoice due date, and (b) pay the undisputed portion by the invoice due date as provided in this Agreement. Except as otherwise specified in an Order Schedule, (a) fees are quoted and payable in United States dollars, (b) fees are based on the "#dltledgers Platform Subscription Service" purchased as indicated in an Order Schedule whether used or not, (c) payment obligations are non-cancellable and fees paid are non-refundable unless otherwise provided in this Agreement, and (d) the number of subscriptions rights purchased cannot be decreased during the relevant Subscription Term. Where Client designates use of a third-party payment processor network (such as a payment agent), Client is responsible for payment of all fees and charges associated with use of such network (including registration, participation, and payment processing fees) and Dltledgers may invoice those fees with other fees due under this Section 6.1 or on a separate invoice.

6.2 Taxes. Fees are exclusive of all applicable taxes, levies, or duties, and Client is responsible for payment of all of those taxes, levies, or duties, excluding taxes based solely on Dltledgers's income. Client shall pay all fees free and clear of, and without reduction for, any applicable transaction taxes, including but not limited to sales and use taxes, VAT, GST, gross receipts taxes, withholdings and other similar transactional charges ("Transaction Taxes"); Transaction Taxes imposed on payments of fees will be Client's responsibility, and Client shall provide receipts issued by the appropriate taxing authority to Dltledgers on request to establish that the Transaction Taxes have been paid. Dltledgers may invoice Transaction Taxes as permitted in applicable law on an invoice as referenced in Section 6.1 or a separate invoice. Dltledgers reserves the right to determine Transaction Taxes based on Client's "bill to" or "ship to" address, or other information provided by Client on location of Client's use of the "#dltledgers Platform Subscription Service" . Client is responsible for any taxes, penalties or interest that might apply based on Dltledgers's failure to charge appropriate tax due to incomplete or incorrect "bill to" or "ship to" location information provided by Client. If Client is exempt from Transaction Taxes, Client shall provide proof of the exemption to Dltledgers without undue delay upon execution of the applicable Order Schedule.

6.3 Effect of Non-payments. This Agreement and Client's access to the "#dltledgers Platform Subscription Service" may be suspended or terminated if Client fails to make timely payment of undisputed fees when due. Unpaid amounts may be subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law plus collection costs. Suspension will not relieve Client's obligation to pay amounts due. Upon termination of this Agreement, Client shall pay the balance due on Client's account subject to the provisions of Section 7.3 ("Effect of Termination; Survival").

6.4 Future Features and Functionality. Client acknowledges that purchases under this Agreement or any Order Schedule are not contingent on the delivery of future features or functionality.

7. TERM; TERMINATION.

7.1 Term; Termination. This Agreement commences on the Effective Date and, unless earlier terminated under the terms of this Agreement, shall continue for so long as there is a valid Order Schedule authorizing Client's use of the "#dltledgers Platform Subscription Service" in

effect. Unless stated otherwise in this Agreement, either party may terminate this Agreement (or any affected Order Schedule) (a) upon the other party's material breach that, if capable of remedy, remains uncured for thirty (30) days after written notice of breach, except that termination will take effect on notice of a breach of Section 2.2 ("Access and Usage Restrictions") or a material breach of Section 11 ("Confidentiality and Sensitive Data"); or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, administrative receivership, liquidation or assignment for the benefit of creditors or any similar process under the laws of any jurisdiction.

7.2 Treatment of Client Data After Expiration or Termination. Client agrees that after termination or expiration of this Agreement, or termination or expiration of any Order Schedule, Dltledgers may immediately deactivate Client's account(s) associated with the Agreement or applicable Order Schedule(s). During the thirty (30) day period after termination or expiration, Dltledgers shall grant a reasonable number of Authorized Users access to the "#dltledgers Platform Subscription Service" for the sole purpose of retrieving any Client Data that it wishes to retain and deleting any remaining Client Data. After the 30-day period, Dltledgers shall delete Client's account, including remaining Client Data, if any, from the "#dltledgers Platform Subscription Service" unless legally prohibited.

7.3 Effect of Termination; Survival. Upon early termination of this Agreement by Client under Section 7.1 for Dltledgers's uncured material breach, Client is entitled to a prorated refund of prepaid fees relating to the "#dltledgers Platform Subscription Service" applicable to the remaining period in the applicable Subscription Term. Upon early termination of this Agreement by Dltledgers under Section 7.1, fees relating to the "#dltledgers Platform Subscription Service" applicable to the duration of any applicable Subscription Term shall become immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all subscription rights granted under this Agreement, Dltledgers's obligation to provide the "#dltledgers Platform Subscription Service" , and Client's right to access or receive the "#dltledgers Platform Subscription Service" , will terminate; (b) Client Data will be available for retrieval and deleted under Section 7.2 ("Treatment of Client Data After Expiration or Termination"); and (c) Sections 1 ("Definitions"), the restrictions in Section 2.2 ("Access and Usage Restrictions") for so long as Client has access to the "#dltledgers Platform Subscription Service" , 3 ("Client Responsibilities"), 4 ("Intellectual Property Rights and Ownership"), 5 ("Use of Aggregate Information"), 6 ("Billing and Payment"), 7.2 ("Treatment of Client Data After Expiration or Termination"), 7.3 ("Effect of Termination; Survival"), 8 ("Representations and Warranties"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Confidentiality and Sensitive Data"), and 12 ("General") will survive.

8. REPRESENTATIONS AND WARRANTIES.

8.1 By Each Party. Each party represents and warrants that it has the power and authority to enter into this Agreement and that its respective provision and use of the "#dltledgers Platform Subscription Service" is in compliance with laws applicable to each party.

8.2 By Dltledgers.

- **(a) Conformity with Documentation.** Dltledgers warrants that, during the Subscription Term, the "#dltledgers Platform Subscription Service" will perform in a manner materially consistent with the applicable Documentation, and Dltledgers shall not materially decrease the functionality of "#dltledgers Platform Subscription Service" . If a breach of the foregoing warranty occurs, Client shall provide Dltledgers with written notification of the specific way(s) in which the "#dltledgers Platform Subscription Service" does not comply with the warranty and with reasonable information for Dltledgers to create a reproducible test case. If Dltledgers, in its sole discretion, confirms noncompliance, it shall use commercially reasonable efforts to correct that noncompliance within a thirty (30) day period (which may be mutually extended by the parties). If Dltledgers cannot correct the noncompliance during the 30-day cure period, Client may give Dltledgers a thirty (30) day notice of intent to terminate. At the end of the notice period, if the "#dltledgers Platform Subscription Service" still does not comply with this warranty, Client may elect to terminate this Agreement (and any applicable Order Schedule or Statement of Work) and receive a prorated refund of prepaid fees applicable to the remaining period in the then-current Subscription Term. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the "#dltledgers Platform Subscription Service" that is made or caused by or on behalf of anyone other than Dltledgers. THE FOREGOING RIGHTS ARE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT (AND DLTLEDGERS'S SOLE LIABILITY) FOR A BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION 8.2(A).

- **(b) Malicious Code.** Dltledgers warrants that, to the best of its knowledge, the "#dltledgers Platform Subscription Service" is free from, and Dltledgers shall not knowingly or intentionally introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm ("Malicious Code"), provided however, that Dltledgers shall not be in breach of this warranty if Client or any third party introduces Malicious Code.

8.3 By Client. Client represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of personal data before submission of that personal data to the "#dltledgers Platform Subscription Service".

8.4 WARRANTY DISCLAIMERS. EXCEPT AS WARRANTED IN THIS SECTION 8, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WHEN DLTLEDGERS IDENTIFIES A VERSION OF THE "#DLTLEDGERS PLATFORM SUBSCRIPTION SERVICE" OR OTHER TECHNOLOGY AS BETA, PILOT, TRIAL, LIMITED RELEASE, PRE-RELEASE, EVALUATION, NON-PRODUCTION OR SIMILAR DESIGNATION, THAT VERSION IS PROVIDED "AS IS," EXCLUSIVE OF ANY AND ALL WARRANTIES, IS NOT SUPPORTED, AND IS NOT SUBJECT TO ANY AVAILABILITY OR SECURITY OBLIGATIONS, AND DLTLEDGERS MAY TERMINATE OR DISCONTINUE THAT VERSION AT ANY TIME WITHOUT LIABILITY. DLTLEDGERS IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION OR OTHER DAMAGE RESULTING FROM PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, AND

TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS OUTSIDE OF ITS CONTROL.

9. INDEMNIFICATION.

9.1 By Dltledgers. Dltledgers shall defend, indemnify and hold Client harmless from and against any damages and costs (including reasonable attorneys' fees and costs incurred by Client) finally awarded against Client (or, subject to Section 9.3, the amount of any settlement Dltledgers enters into) resulting from any claim, demand, suit or proceeding from an unaffiliated third party ("Claim") specifically alleging that the "#dltledgers Platform Subscription Service" directly infringes or misappropriates a valid copyright, trademark, or trade secret of a third party . Dltledgers shall have no indemnification obligation for Claims to the extent arising from: (a) Client's or any Authorized User's use of the "#dltledgers Platform Subscription Service" other than as permitted under this Agreement; (b) the combination of the "#dltledgers Platform Subscription Service" developed by Dltledgers with any Client Data or with any Client or third party products, services, hardware, data, content, or business processes; or (c) from the modification of the "#dltledgers Platform Subscription Service" by any party other than Dltledgers or Dltledgers's agents, or modification by Dltledgers or Dltledgers's agents based on Client instructions. The foregoing is Dltledgers's exclusive obligation for infringement claims. If Dltledgers becomes aware of a Claim alleging infringement or misappropriation, or Dltledgers reasonably believes such a Claim will occur, Dltledgers may, at its sole option: (i) obtain for Client the right to continue use of the "#dltledgers Platform Subscription Service" ; (ii) replace or modify the "#dltledgers Platform Subscription Service" so that it is no longer infringing; or, (iii) if neither (i) nor (ii) is reasonably available to Dltledgers, terminate the "#dltledgers Platform Subscription Service" , in which case Dltledgers's sole liability (in addition to the indemnification obligations set out in this Section 9.1) is to refund to Client a prorated amount of prepaid fees for the "#dltledgers Platform Subscription Service" applicable to the remaining period (from the date Dltledgers is notified of the infringement claim by Client) in the then-current Subscription Term.

9.2 By Client. Client shall defend, indemnify and hold Dltledgers harmless from and against any damages and costs (including reasonable attorneys' fees and costs incurred by Dltledgers) finally awarded against Dltledgers (or, subject to Section 9.3, the amount of any settlement Client enters into) resulting from any Claim arising from (a) allegations that use of the Client Data infringes a valid copyright, trademark, or trade secret, privacy, or publicity rights of a third party; or (b) Client's failure to obtain consents and permissions from data subjects for the submission and processing of personal data in the "#dltledgers Platform Subscription Service" ; or (c) instructions by Client or its Authorized Users for processing data other than as specifically allowed in this Agreement.

9.3 Indemnity Process. Each party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying party sole control of the defence and settlement of the Claim; and (c) providing to the indemnifying party all available information and assistance resulting from the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense of the Claim, at the indemnified party's sole expense (not subject to reimbursement). Neither party may settle any claim that includes a financial or specific

performance obligation on, or admission of liability by, the party against whom the claim is brought without that party's prior written consent. Neither party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other party from all liabilities in respect of the Claim.

10. LIMITATION OF LIABILITY.

10.1 Liability Cap. EXCEPT FOR: (A) CLIENT'S PAYMENT OBLIGATIONS OR WILLFUL INFRINGEMENT OF DLTLEDGERS INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH BY EITHER PARTY OF ITS DATA PROTECTION OR CONFIDENTIALITY OBLIGATIONS IN SECTIONS 2.4 ("SECURITY AND INTEGRITY OF CLIENT DATA"), 2.5 ("DATA PROTECTION"), AND 11 ("CONFIDENTIALITY AND SENSITIVE DATA") (FOR WHICH, TOGETHER, THE AGGREGATE LIABILITY LIMITATION OF A PARTY TO THE OTHER PARTY INCLUDING ITS AFFILIATES IS TWO MILLION DOLLARS ($2,000,000) IN THE AGGREGATE); OR (C) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE AGGREGATE LIABILITY LIMITATION OF A PARTY TO THE OTHER PARTY INCLUDING ITS AFFILIATES IS TWO MILLION DOLLARS ($2,000,000) IN THE AGGREGATE), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CLIENT RELATING TO THE "#DLTLEDGERS PLATFORM SUBSCRIPTION SERVICE" FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER SCHEDULE(S) RELATING TO THE CLAIM.

10.2 Liability Exclusions. NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, IMPLIED, INCIDENTAL, CONSEQUENTIAL OR RELATED DAMAGES OR OBLIGATIONS (INCLUDING LOSS OF REVENUE, PROFITS, OR USE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE "#DLTLEDGERS PLATFORM SUBSCRIPTION SERVICE" , OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE "#DLTLEDGERS PLATFORM SUBSCRIPTION SERVICE" , ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF THE DAMAGES.

10.3 Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF THOSE LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

11. CONFIDENTIALITY AND SENSITIVE DATA.

11.1 Confidentiality. "Confidential Information" means this Agreement, the "#dltledgers Platform Subscription Service" , Dltledgers pricing information, Dltledgers technical information, Client Data and any other information disclosed by one party ("Discloser") to the other ("Recipient") related to the provision or use of the "#dltledgers Platform Subscription Service" that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Recipient may use Discloser's Confidential Information solely to perform Recipient's

obligations or exercise its rights under this Agreement. Recipient will not disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees and subcontractors who have a need to know and who are bound in writing to keep that information confidential under confidentiality requirements consistent with this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure, and at a minimum will use at least the degree of care a reasonable person would use. The foregoing will not apply to any information that: (a) was in the public domain at the time it was communicated to the Recipient by the Discloser; (b) entered the public domain after the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Discloser; (d) was rightfully communicated to the Recipient free of any obligation of confidence after the time it was communicated to the Recipient by the Discloser; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser; or (f) is expressly permitted to be disclosed under the terms of this Agreement.

11.2 Compelled Disclosure. The Recipient shall not be in violation of Section 11.1 for a disclosure that was in response to a valid order by a court or other governmental body, as long as the Recipient provides the Discloser with prior written notice of the disclosure to permit the Discloser to seek confidential treatment of that information.

11.3 Sensitive/Personal Data. Client agrees that it shall not submit into the "#dltledgers Platform Subscription Service" the following types of information except with Dltledgers's prior written approval: government-issued identification numbers, consumer financial account information, credit and payment card information, credit reports, personal health information, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs)

12. GENERAL.

12.1 Notices. Notices to a party will be sent by first-class mail, overnight courier, or prepaid post to the address for that party as identified on the first page of the Agreement (or as subsequently updated in writing to the other party) and will be deemed given 72 hours after mailing or upon confirmed delivery or confirmed receipt. Client shall address notices to Dltledgers's Vice President of Legal, with a copy to Dltledgers, Inc., at the address in Section 1.3, when Client has sent a notice to an entity other than Dltledgers, Inc.

12.2 Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld) except as provided in this Section 12.2. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Schedules) to its Affiliate or under a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without the other party's consent, provided the assignee has agreed to be bound by all of the terms of this Agreement and all fees owed to the other party are paid in full. If a party is acquired by, sells substantially all its

assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then that other party may terminate this Agreement upon written notice.

12.3 Governing Law; Venue. This Agreement will be governed by the Applicable Law (without application of the conflicts of law provisions of any jurisdiction), and claims arising out of this Agreement or the provision or use of the "#dltledgers Platform Subscription Service" will be subject to the exclusive jurisdiction of the Applicable Jurisdiction based on the Client's residence, as provided in the follow table:

Client Residence	Applicable Law	Applicable Jurisdiction	Dltledgers Entity
Europe, Middle East, Africa	United Arab Emirates	United Arab Emirates	Dltledgers MENA LTD
Asia	Singapore	Singapore	Distributed Ledger Technologies (DLT) Pte Ltd
Australia, New Zealand	Singapore	Singapore	Distributed Ledger Technologies (DLT) Pte Ltd

Each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any court in the Applicable Jurisdiction in any action or proceeding. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

12.4 Export Laws. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the "#dltledgers Platform Subscription Service" . Without limiting the generality of the foregoing, Client represents that it is not named on any U.S. government denied-party list, and shall not make the "#dltledgers Platform Subscription Service" available to any user or entity that is located in a country that is subject to a U.S. government embargo, or is listed on any U.S. government list of prohibited or restricted parties.

12.5 Remedies. Unless stated otherwise in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Where Client controls any Affiliate, Dltledgers is entitled to remedies from Client for the obligations and liabilities of Affiliates who place orders under this Agreement.

12.6 Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Client and Dltledgers as a result of this Agreement or use of the "#dltledgers Platform Subscription Service"

12.7 Waiver; Modification. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of that right or provision unless the waiver is in writing signed by the waiving party. No modification hereof will be effective unless in writing and signed by both parties.

12.8 Severability. If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law in Singapore and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 10 ("Limitation of Liability") will remain in effect notwithstanding the unenforceability of any provision in Section 8 ("Representations and Warranties").

12.9 Entire Agreement; Execution. This Agreement comprises the entire agreement between Client and Dltledgers and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties for services governed by the terms of this Agreement. If a conflict arises between the terms of this Agreement and the terms of any Statement of Work, any Order Schedule, or other exhibit to this Agreement, that conflict will be resolved in the following order: (a) any Order Schedule; (b) any Statement of Work, (c) this Agreement; then (d) any exhibits to this Agreement. This Agreement will be construed as if drafted by both parties and will not be strictly construed against either party. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of that section. Reference to words like (a) "includes" and "including" is inclusive and means "includes (or including), but not limited to"; and (b) "arising" (or which "arise" or "arises") "out of this Agreement" means matters which occur under this Agreement or relate to the provision or use of "#dltledgers Platform Subscription Service" s that directly flow from a party's performance of or failure to perform its obligations under this Agreement. Any pre-printed terms on any Client ordering documents or terms referenced or linked in those terms will have no effect on the terms of this Agreement and are hereby rejected, including where the Client ordering document is signed by Dltledgers. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures for execution of this Agreement, and further agree that electronic signatures to this Agreement are legally binding with the same force and effect as manually executed signatures.

Exhibit A

Dltledgers Availability and Support SLA

This Service Level Agreement ("SLA") describes Dltledgers's availability and support service level policies for use of the "#dltledgers Platform Subscription Service" under the terms of an Agreement. The SLA is effective between Dltledgers and the Client that has executed an Agreement that explicitly references this SLA while such Agreement remains in effect between the parties. Capitalized terms in this SLA shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

Service Availability. Dltledgers will use commercially reasonable efforts to maintain a Service Availability Percentage at or above 99.5% for a given calendar month. Service Availability means the ability to login to the "#dltledgers Platform Subscription Service" (production site) via the login page and once logged in, the ability to perform trade transactions

The Service Availability Percentage is calculated monthly as follows:

Service Availability Percentage = (Actual Service Availability / Planned Service Availability) * 100

Actual Service Availability means total minutes of Planned Service Availability in a calendar month minus minutes of unavailability (Downtime) for any reason other than the cited Permitted Outages and Limitations.

Actual Service Availability = Planned Service Availability - Actual Service Un-Availability (Downtime)

Planned Service Availability means total minutes in a calendar month minus minutes of Scheduled Maintenance.

Planned Service Availability = Planned Service Availability - Planned Service Un-Availability (Maintenance)

Permitted Outages means unavailability due to: (1) scheduled maintenance during maintenance hours (not to exceed four hours per week, beginning at 1 p.m. Pacific Standard/Daylight Time on Saturdays, or at another time with at least seven (7) days prior notice from Dltledgers) ("Scheduled Maintenance"); (2) emergency maintenance due to factors outside of Dltledgers's control that could not have been reasonably anticipated by Dltledgers and that reasonably require prompt action to protect the integrity and/or security of Client Data, Confidential Information or the "#dltledgers Platform Subscription Service" ; and (3) due to a general failure of Internet connectivity outside of Dltledgers's reasonable control.

Support. Subject to Client's compliance with the terms and conditions of the Agreement, Dltledgers will respond to support requests as provided in this SLA and the Agreement, and use commercially reasonable efforts to promptly resolve each request. Client may submit support cases to Dltledgers through the following channels:

- E-mail
  - support@dltledgers.com
- Telephone (English only. Dltledgers may respond to requests in other languages on an as available basis.)
  - Asia Pacific (Singapore): +65 6816 8180

Client may view outstanding tickets and issues that are being worked on by Dltledgers support personnel, along with each ticket's history, by accessing an Authorized User's individual profiles from within the "#dltledgers Platform Subscription Service".

Severity Level Determination: Client shall reasonably recommend to Dltledgers an appropriate Severity Level designation based on the definitions below. Dltledgers's initial response time will be based on Client's reported Severity Level. Thereafter, Dltledgers may validate Client's Severity Level designation and will notify Client of a change in the Severity Level designation with justification for the change. The parties may escalate conflicts in Severity Level designation for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with Dltledgers's Severity Level designation.

Severity Level Definitions & Target Response Times: Dltledgers will use commercially reasonable efforts to adhere to the following response times for the first contact initiated by an Dltledgers support representative.

Severity Level	Description	Response Time
1	**Fatal.** Critical error preventing any useful work from being done. Includes issues affecting all users and a complete loss of system availability where no workaround is available.	4 hours
2	**Severe Impact.** Persistent error affecting many users that prevents major functions from being performed or that severely degrades performance, with no reasonable workaround available.	8 hours
3	**Degraded Impact.** Error affecting some, but not all users, disabling only certain non-essential functions. Workaround available for short term, but not suitable for long term	16 hours
4	**Minimal Impact.** Routine technical issues, errors affecting a small number of users, and other issues with no immediate impact on day-to-day operations, or where a reasonable workaround is available.	24 hours

Scope. Dltledgers will provide technical assistance in support of the "#dltledgers Platform Subscription Service" in accordance with the Agreement and as described in this Exhibit. Requests for assistance in designing or building usecases in Dltledgers may require an appointment with an Dltledgers Customer Success representative, which may be subject to an additional fee. Dltledgers is not responsible for configuring or diagnosing problems in any other part of the Client's technical infrastructure.

Responsibilities. Dltledgers's ability to provide support depends on Client's compliance with the Agreement, participation of knowledgeable Client representatives that provide accurate and detailed information sufficient for Dltledgers to reproduce the reported error, and Client's response to Dltledgers communications in a timely manner. Dltledgers is not obligated to provide support for issues related to network unavailability due to reasons beyond Dltledgers's control including emergency updates to address security, privacy, legal, regulatory, or third-party hardware or software issues not reasonably foreseeable by Dltledgers or within Dltledgers's direct control.

Dltledgers reserves the right to update support policies from time to time, provided that no such update will materially and adversely diminish Client's rights to support services as provided herein.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Microsoft (cloud provider) data centers, including at your site or between your site and the cloud provider data center).
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
3. That results from failures in a single Microsoft Datacenter location when your network connectivity is explicitly dependent on that location in a non-geo-resilient manner.
4. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised.
5. During or with respect to preview, pre-release, beta or trial versions of a Service, feature, or software (as determined by us).
6. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices.
7. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.
8. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist).
9. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.
10. Due to your use of Service features that are outside of associated Support Windows; or
11. For licenses reserved, but not paid for, at the time of the Incident.

ACCEPTED AND AGREED TO AS OF _____

Customer Signature: _____

Customer Name: _____

Customer Title: _____

Date: _____

dltledgers Signature: _____

dltledgers Name: _____

dltledgers Title: _____

Date: _____

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