**MASTER SOFTWARE AND SERVICES AGREEMENT**

**ORDER FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer:** | | | |
| **Legal Name** | Gith Global Holdings (dba GreatX) | **Contact** |  |
| **DBA Name** |  | **Phone** |  |
| **Address** |  | **Email** |  |
|  | **Website** |  |

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| **Implementation Services**: Company will use commercially reasonable efforts to provide Customer the Implementation Services described in the SOW, and Customer shall pay Company the Implementation Fees in accordance with the terms herein. Prior to Platform Launch Date, Key Ceremony, or Smart Contract Services, Customer will provide written approval (including but not limited to approval via email or other electronic means) of specifications for the SOW in Exhibit B not detailed herein. |

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| **Platform** | |
| **Platform – Package Selection**  *(Standard or Premium).* | Standard *See Exhibit B SOW for feature list.* |
| **Platform - Implementation Fee** | $250,000 payable within 10 days of the Effective Date. |
| **Platform Hosting Fee - Monthly Fee** | The below monthly hosting based on the number of Users created shall be due for a minimum of twelve (12) months commencing with the Platform Launch Date:  0-5999 Users - $6200 per month  6000-8999 User - $12,000 per month.  9000-10,999 Users - $18,000 per month  11,000 users and more - $23,000 per month |
| **KYC/AML Individual – User Fees** | $6 per KYC/AML Individual run through KYC/AML. Includes individuals associated with an entity (e.g. beneficial owners or authorized signers) and entity KYC/AML |
| **Enhanced Entity KYC and AML - Support** | $300 per KYC/AML Entity run through Enhanced Entity KYC and AML for customer support and compliance review by TokenSoft |
| **Accredited Investor - User Fees** | $100 per Accredited Investor User run through accredited investor checks. |
| **Re-Branding Fee** | See Consulting Fees |
| **Data Integration with Third-Party APIs** (e.g. User fields) | See Consulting Fees |

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| **Custody: Knox Wallet or Third-Party Custody** | |
| **Custody - Package Selection**  *(Third-Party Custody, Knox-Standard or Knox Premium) See Exhibit B SOW for feature list.* | Third-Party Custody |
| **Third-Party Custodian**  *(N/A, Coinbase, or Prime Trust)* | [TBD Coinbase or Prime Trust] |
| **Third-Party Custody Integration – Implementation Fee**  (*if applicable*) | N/A |
| **Knox Wallet - Implementation Fees**  (*if applicable*) | N/A |
| **Knox Wallet - Monthly Fee**  (*if applicable*) | N/A |

|  |  |
| --- | --- |
| **Smart Contract Services** | |
| **Smart-Contract – Package Selection**  *(Standard or Premium)* *See Exhibit B SOW for feature list.* | Standard |
| **Development and Deployment - Implementation Fees** | N/A |

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| **Term, Expenses and Payments** | |
| **Platform -**  **Initial Service Term** | Commencing with the Effective Date and ending the earlier of one (1) year later or the Platform Closing Date. |
| **Custody –**  **Initial Service Term** | Commencing with the Effective Date and ending one (1) year later. |
| **Smart Contracts – Initial Service Term** | Commencing with the Effective Date and ending (1) year later. |
| **Expenses:** Customer shall reimburse Company for all travel and other reasonable business expenses incurred at the request of Customer including, but not limited to, travel relating to Key Ceremonies. If such expenses exceed $1000 in a calendar month, Company will obtain written approval of Customer prior to incurring the expense. | |
| **Payment instructions (choice to be approved by Company):**  By Ethereum Network: Available upon request  By Bitcoin Network: Available upon request  By Wire Transfer:  Bank Name: *JPMorgan Chase Bank*  Bank Address: *300 Hamilton Ave. Palo Alto, CA 94301*  Bank Phone Number: *1 (800) 935 - 9935*  Name of Account to be Credited: *TOKENSOFT, INC.*  Chase ABA Routing/Transit Number: *021000021*  Chase Account Number: *201717912* | |

**MASTER SOFTWARE AND SERVICES AGREEMENT**

This Master Software and Services Agreement (“**Agreement**”) is entered into on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”) between TokenSoft Inc. with a place of business at 44 Montgomery St. San Francisco, CA 94104 (“**Company**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*legal name*) with a place of business at the address listed on the Order Form (“**Customer**”). This Agreement includes and incorporates the above Order Form, as well as the attached General Terms and Conditions and any attached applicable Exhibits and contains, among other things, warranty disclaimers, liability limitations and use limitations. In the event of any conflicting or differing terms in the foregoing, the order of precedence will be first any exhibits expressly setting forth terms for any Ancillary Services, second the General Terms and Conditions, third any applicable Supplemental Terms and Conditions, and fourth the Order Form. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**TokenSoft Inc. (Company) Customer**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Mason Borda Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: CEO Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

#### General Terms, Defined Terms. This General Terms and Conditions document sets forth the terms (the “**General Terms**”) applicable to all Services and to any other subject matter of this Agreement except as may be expressly provided otherwise in this Agreement. Defined terms shall have the meaning set forth in Exhibit A and elsewhere in this Agreement.

#### Technical Support. Pursuant to the SOW, Company will provide Customer with commercially reasonable technical support services for the Services in accordance with Company’s standard practice. All support will be limited to the current versions of Services (including Software) provided by Company to Customer, and to Customer’s use of the Services in conjunction with Equipment that complies with the specifications provided by Company, as such specifications may be updated by Company from time to time.

#### Platform Services. Subject to the terms of this Agreement, to the Order Form providing for the provision of Platform Services by Company to Customer, and to the payment of applicable Fees, Company will use commercially reasonable efforts to provide Customer the Platform Services (but excluding the Ancillary Services) set forth in the Order Form.

#### Ancillary Services. Subject to any terms of this Agreement expressly applicable to the Ancillary Services, to the Order Form providing for the provision of Ancillary Services by Company to Customer, and to the payment of applicable Fees, Company will use commercially reasonable efforts to provide Customer the Ancillary Services set forth in the Order Form.

#### Custody Services.

#### Knox Wallet. Subject to the terms of Agreement, to the Order Form providing for the provision of the Knox Wallet by Company to Customer, and to the payment of applicable Fees, Company hereby grants to Customer a nonexclusive, non-licensable, non-assignable (except as provided in Section 9), non-transferable, license in the Territory to use the Knox Wallet software for the purpose of Customer sending, receiving, and holding the Assets.

#### Third-Party Custody Integration. Subject to the terms of Agreement, to the Order Form providing for the provision of the Knox Wallet by Company to Customer, and to the payment of applicable Fees, Company will use commercially reasonable efforts to integrate the Platform with the third-party custodian provided in the Order Form (if applicable).

#### Smart Contract Services. Subject to the terms of this Agreement, to the Order Form providing for the provision of Smart Contract Services by Company to Customer, and to the payment of applicable Fees, Company will use commercially reasonable efforts to provide Customer the Smart Contract Services as set forth in the Order Form.

### RESTRICTIONS AND RESPONSIBILITIES

#### Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Software; modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

#### Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.

#### 2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

#### Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “**Policy**”) and all applicable laws and regulations. Customer acknowledges that the Services provided hereunder are general in nature and not designed or offered for the purpose of and Customer is solely responsible for complying with the laws and regulations to relating to (i) the offer or sale of securities under the Exchange Acts or under the laws or regulations of any other applicable jurisdiction, (2) transmission or exchange of money, or other activity relating to any state money transmitter laws or under the laws or regulations of any other applicable jurisdiction, or (3) complying with the Bank Secrecy Act, the rules and regulations relating to OFAC, and other anti-money laundering laws or regulations of any other applicable jurisdiction. For avoidance of doubt, Company is not responsible and will not offer for sale any securities, commodities, or other assets relating to Customer in performing the Services and Company is and its affiliates are not providing services relating to or subject to regulation or registration as broker-dealer, commodities dealers, a money service business, a money transmitter, or otherwise. Customer is solely responsible for compliance with any laws and regulations applicable to its use of the Services. Customer hereby agrees to indemnify and hold harmless Company, Company’s affiliates, and their respective officers, directors, employees, agents, successors and assigns (“Company Indemnitees”) against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing, any other applicable law, or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Equipment**”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, cryptographic private keys, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent. Customer will be responsible for ensuring that all Equipment meets specifications and requirements provided by Company, as may be updated by Company from time to time.

#### At Company’s request, Customer will provide all information and cooperation reasonably necessary or desirable for Company (the “**Customer Due Diligence Information**”, which shall include information provided by Customer to Company prior to or after the Effective Date) to evaluate Customer’s suitability as a customer and a party to this Agreement. Customer represents, covenants, and warrants that it has fully and completely disclosed all material information requested by Company and all other information materially necessary for Company to evaluate Customer’s suitability as a customer and a party to this Agreement. Customer will, immediately on demand, fully indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims, administrative fines, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses, loss or corruption of data, loss of reputation, goodwill and profits), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, in connection with any failure, whether negligent or otherwise, to comply with the provisions of this section 2.5.

#### Customer shall indemnify and hold Company Indemnitees harmless from liability to third parties resulting from infringement by the Service of any third-party intellectual property rights due to web domain names, marks, or other information specified by Customer to Company.

#### Neither Company or Customer may use or display any names, trademarks, logos, or service marks of the other party except to the extent permitted by this Agreement (provided however that Company may use Customer’s names, trademarks, logos and service marks for the purposes of providing the Services under this Agreement) or otherwise permitted by the other party in writing. Company or Customer may use the trademarks or other proprietary words or symbols of the other party to properly identify the Services or products of the other party in correspondence and proposals issued in the ordinary course of business pursuant to this Agreement.

#### Company and Customer will mutually agree upon acceptable marketing materials that may be used by Company or Customer at any time. Material alterations to agreed-upon materials shall be subject to approval prior to usage. A change from one medium (e.g. printed to electronic) is not a material change for purposes of this Agreement. During the term of this Agreement, Company may list or reference the Customer as a strategic relationship of Company in all marketing materials, interviews, and press releases, and may include either a logo, URL or plain text link to Customer’s website on Company’s own website solely for the purposes of identification of the other party as a strategic relationship or as a customer. Other than as set forth above, no press release or public announcement containing the other party’s insignia logos, trademarks, trade name or service marks (collectively, the “***Marks***”) shall be made by Company or Customer without the other party’s prior written approval. All use by Company or Customer of the other party’s Marks will inure to the benefit of the party owning the Marks. Upon termination of this Agreement, neither Company or Customer shall have any continuing right to use the other party’s Marks and each party shall immediately cease all such use of the other party’s Marks.

#### In no event shall Company or Customer alter, remove, obscure, erase or deface or hide from view, any copyright, trademark or other proprietary rights notice of the other party contained on or incorporated into any deliverable developed hereunder. Company and Customer acknowledge that title to all intellectual property rights, including patent, copyright, trademark, and trade secret rights in products and materials developed and provided to the other party (including any modifications, enhancements, versions, releases, or correction levels to those products and materials) shall remain exclusively with the party providing such products and materials. Company and Customer each does not, by this Agreement, transfer or assign any of its intellectual property rights to the other party.

### DATA AND PROPRIETARY RIGHTS

#### Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“**Customer Data**”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

#### Customer may from time to time provide suggestions, comments or other feedback (“**Feedback**”) to Company regarding the Services or other offerings of Company. Customer agrees that all Feedback is and will be given entirely voluntarily. Feedback, even if designated as proprietary or confidential by Customer, will not create any confidentiality obligation for Company. Furthermore, Company will be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it, royalty free, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

#### Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services, Specification Sheet, Feedback, or support, and (c) all intellectual property rights related to any of the foregoing.

#### Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services (including but not limited to use to enable the provision of services to a User via any other customer of Company) and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

* + - 1. This section 3.5 is in addition to, and does not relieve, remove or replace a party’s obligations under the Data Protection Legislation.
         1. For the purposes of this section: (i) “**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679); (ii) “**Data Protection Legislation**” means all applicable laws that relate to data protection, privacy, and/or the use of information rights of individuals including, without limitation, the GDPR, and any applicable national implementing laws, regulations and secondary regulations as amended from time to time; (iii) “**personal data**”, “**processor**” and “**controller**” shall be interpreted in accordance with GDPR; and (iv) **Customer Personal Data** means personal data that is processed by the Company, as processor, on behalf of the Customer, as controller, pursuant to the instructions of the Customer as described in this section 3.5.
         2. Both parties shall comply with requirements of the Data Protection Legislation, to the extent applicable to the processing of Customer Personal Data set forth in this Agreement.
         3. The parties acknowledge that for the purposes of this Agreement, the Company is the processor and the Customer is the controller. The processing of Customer Personal Data by the Company shall be that which is necessary for providing the Services and as otherwise detailed in this Agreement.
         4. To the extent required by applicable Data Protection Legislation, the Company shall, in relation to any Customer Personal Data:

process the Customer Personal Data only for the purposes of performing its obligations under this Agreement and on the documented instructions of the Customer unless the Company is required by applicable law to process the Customer Personal Data, in which case the Company shall promptly notify the Customer of this before performing the processing required by the applicable law, unless such applicable law prohibits the Company from so notifying on important grounds of public interest; the subject-matter, nature and purpose of such processing, and the type of personal data and categories of data subjects, are set forth in Exhibit C hereto;

notify the Customer if, in the Company’s opinion, the Company’s compliance with the Customer’s instructions in respect of the processing of Customer Personal Data would breach Data Protection Legislation, in which case the Company shall be entitled without penalty to suspend execution of the instructions concerned, until the Customer confirms in writing that such instructions are to be followed and that Customer shall indemnify Company for any claims or losses arising from Company’s processing pursuant to such instructions;

ensure that it has in place and maintains commercially reasonable protective measures regarding the security of the Customer Personal Data, including without limitation protection against unauthorized disclosure of or access to, and protection against accidental or unlawful destruction of, loss of or alteration to, Customer Personal Data transmitted, stored or otherwise processed;

take commercially reasonable steps to ensure the reliability of any personnel who have access to, or are authorized to process Customer Personal Data and ensure such personnel have committed themselves to appropriate statutory obligations of confidentiality, only have access required to provide the Services and at all times act in compliance with Data Protection Legislation and this section 3.5;

provide all commercially reasonable assistance to the Customer so it can demonstrate compliance with Article 32 (Security of Processing) of the GDPR;

assist the Customer by establishing and maintaining appropriate technical and organizational measures for the fulfillment of the Customer’s obligation to respond to requests for exercising of data subject rights (including access requests) in respect of Customer Personal Data, as set out in Chapter III of the GDPR (Rights of the data subject);

not engage any other processor in relation to the Services or transfer or disclose any Customer Personal Data to any processor, sub-contractor or other party (“**Other Processor**”) without the prior specific written authorization of the Customer; Customer hereby authorizes the Other Processors listed in Exhibit E hereto;

notify the Customer of intended changes concerning the addition or replacement of any Other Processor listed in Exhibit E hereto; the Customer shall have 30 days to notify the Company of its objection to any intended change and if Customer so objects the Company shall be entitled to terminate this Agreement without notice or penalty;

carry out commercially reasonable due diligence to ensure that each Other Processor approved by the Customer is capable of complying with this section 3;

enter into a written agreement with each Other Processor approved by the Customer containing data protection obligations on such Other Processor which are equivalent to, and no less onerous than, those set out in this section 3.5.4, and section 3.5.5, if applicable. In particular, the engagement of Other Processor is subject to the Other Processor providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing of Customer Personal Data will meet the requirements of Data Protection Legislation and this section 3.5.4, and section 3.5.5., if applicable. The Company shall remain fully liable to the Customer for the performance of that Other Processor’s obligations;

make available to the Customer all information necessary to demonstrate compliance with the obligations set forth in this section 3.5.4, and permit, at the Customer’s sole expense, the Customer or a third-party auditor acting under the Customer’s direction, to conduct, data protection and/or security audits, including inspections, concerning the Company’s data protection and security procedures;

provide all reasonable and timely assistance to the Customer in relation to (i) any data breach relating to the Services (including in relation to Article 33 (Notification of personal data breach) and Article 34 (Communication of a personal data breach) of the GDPR. and (ii) any data protection impact assessment or consultation of a supervisory authority under Articles 35 and 36 of the GDPR; and on expiry or termination of the relevant processing or this Agreement, cease all use of the personal data and, at the Customer’s election, destroy all personal data and/or transfer all personal data to the Customer or a nominated third party (in a format and a method defined by the Customer) unless applicable law requires storage of the personal data, and procure than an appropriate senior manager confirms such destruction or deletion in writing to the Customer.

* + - * 1. To the extent required by applicable Data Protection Legislation, the parties hereby enter into European Commission-approved Standard Contractual Clauses for processors (“**SCC**”). Appendix 1 to the SCC is hereby deemed populated with the information listed in Exhibit C hereto and Appendix 2 to the SCC is hereby deemed populated with the information listed in Exhibit D hereto. Customer hereby authorizes the Company to transfer and disclose Customer Personal Data to those countries, located outside the EEA, listed in Exhibit C hereto, as may be revised from time to time in accordance with this section 3.5.1., provided that where such transfer or disclosure would otherwise not be permissible, such transfer shall be made pursuant to European Commission-approved Standard Contractual Clauses, the EU-US Privacy Shield or any other valid mechanism for transferring personal data pursuant to Chapter V of the GDPR; and
        2. The Company shall, immediately on demand, fully indemnify the Customer and keep the Customer fully and effectively indemnified against all costs, claims, administrative fines, demands, reasonable expenses, losses, actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Customer, in connection with any failure of the Company or any Other Processor to comply with the provisions of this section 3.5 and/or Data Protection Legislation in respect of its processing of personal data.

### PAYMENT OF FEES

#### Customer will pay Company the Fees. All Fees paid are nonrefundable. If Customer’s use of the Services exceeds the limitations set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer shall contact Company no later than 60 days after the final date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department.

#### Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company’s net income.

### TERM AND TERMINATION

#### Subject to earlier termination as provided below, this Agreement is for the last to expire of any Platform Service Term, Knox Wallet, and Smart Contract Service Term as specified in the Service Term portion of the Order Form, and shall be automatically renewed for additional one (1) year periods (collectively, the “**Term**”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

#### In addition to any other remedies it may have, either party may also terminate this Agreement for any or no reason upon thirty (30) days’ notice (or without notice in the case of nonpayment), or if the other party materially breaches any of the terms or conditions of this Agreement. Company may also terminate if Company determines in its sole discretion based on review of the Customer Due Diligence Information that Customer is not a suitable customer or party to this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided including but not limited to the Implementation Fees regardless of payment plans, if any. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

### WARRANTY AND DISCLAIMER

#### 6.1 Company and Customer each represents that this Agreement is valid, binding and enforceable against such party in accordance with its terms. Further, Company and Customer each represents that (a) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement, (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, and (c) it is validly existing and in good standing under the laws of the place of its establishment or incorporation.

#### 6.2 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM ANY SECURITY OR OTHER VULNERABILITIES (INCLUDING BUT NOT LIMITED TO UNAUTHORIZED ACCESS REGARDLESS OF WHETHER THE SECURITY OF SUCH TOKENS HAS BEEN AUDITED BY THIRD PARTIES OR IF THE RESULTS OF SUCH AUDITS HAVE BEEN PROVIDED BY COMPANY TO CUSTOMER); NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT ITS BROKER-DEALER, ATTORNEY, OR REGISTERED INVESMENT ADVISOR, AND THAT COMPANY DOES NOT PROVIDE ANY FINANCIAL, LEGAL OR INVESTMENT ADVICE TO CUSTOMER OR TO ANY THIRD PARTY.

### INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications or Implementation Services order, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer’s use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer’s rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

### LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company’s prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Except with respect to Fees, Company may amend the terms of this Agreement at any time upon providing Customer 30 days’ notice to the Customer. During such notice period, the Customer may terminate this Agreement upon on written notice to Company if such changes are material to Customer’s use of the Services. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Customer acknowledges that Company may receive referral fees or other fees in connection with any Services or third party services provided or suggested by Company to Customer or to other parties, which fees may or may not in Company’s sole discretion be disclosed to Customer, and Company shall have no obligation to pay any portion of such fees to Customer. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; if electronically upon 24 hours of delivery to Customer’s contact in the Order Form or to Company at [legal@tokensoft.io](mailto:legal@tokensoft.io), if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

**EXHIBIT A**

**DEFINITIONS**

Defined terms in this Agreement will have the meanings set forth below.

1. “**Accredited Investor User**” means (i) a User who is natural person, or (ii) User is an entity for whom the check will be performed to confirm such Users is an “accredited investor” as defined by under 17 CFR 230.501(a) with each such checked party being a single Accredited Investor User).
2. “**Ancillary Services**” means the provision of KYC/AML and accredited investor check Services by Company to Customer as set forth in the Order Form.
3. “**AUC**” means the aggregate sum of all assets in U.S.D. value of all Assets, ERC-20 tokens, and ERC1404 tokens held in Knox Wallet as of the date of Company invoice date. For U.S.D. value, Company shall use the rates found on <https://messari.io/> and, if not available, <https://coinmarketcap.com/> as of 5:00PM Pacific Time on the invoice date.
4. “**Compliance Report**” means one internal report detailing all User compliance activity and purchase details after the Platform Launch Date.
5. **“Enhanced Entity KYC and AML**” means reviewing entity related formation, authorizations, and due diligence documents for completeness.
6. “**Equipment**” means any equipment and ancillary services needed for Customer to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, Ledger, software, operating systems, networking, web servers and the like.
7. “**Exchange Acts**” mean the U.S. Securities Act of 1933 and the U.S. Securities Exchange Act of 1934.
8. "**Fees**" means the then applicable fees described in the Order Form and SOW for the Services in accordance with the terms therein.
9. **“Implementation Fees”** means collectively the portion of the Fees set forth in the Order Form as “Platform – Implementation Fee,” “Knox Wallet – Implementation Fee,” and “Smart Contract – Deployment Fee.”
10. “**Implementation Services**” means the services described in the Statement of Work.
11. “**Jurisdiction Blacklisting**” means the blocking of access to the Platform of Users from any geographic region as directed by Customer and as determined by User IP addresses or addresses provided by User.
12. “**Key Ceremony**” means the generation of unique private keys for the Knox Wallet.
13. **“Knox Wallet”** means mobile and desktop software in object code form which provides multi-signature, cold storage wallet functionality enabling Customer to self-custody Assets, as further described in the Order Form and SOW.
14. **KYC/AML Individual**” means a User who a natural person for whom the KYC/AML check will be run, including an individual in such capacity or an individual associated with an entity such as beneficial owners.
15. “**KYC/AML Entity**” means as User who is an entity (not an individual) for whom the KYC/AML check will be run.
16. “**KYC/AML User**” means collectively KYC/AML Individual and KYC/AML Entity.
17. “**Ledger**” means the hardware wallet provided by www.ledger.fr.
18. “**OFAC**” means the United States Office of Foreign Assets Control.
19. “**Platform**” means certain software-as-a-service functionality, Ancillary Services, Accredited Investor Services as described in Exhibit F, and other related services (but excluding Knox Wallet and Smart Contract Services) provided by Company to Customer via a white-labeled, hosted subdomain, as further described in the Order Form and SOW.
20. **“Platform Closing Date**” means the date Company, at Customer’s request, ends access by Users to the Platform.
21. “**Platform Launch Date**” means date the Platform web site is made accessible to Users.
22. “**Rebranding**” means any change to the names, logos, colors, or KYC/AML or other checks of Customer to Users on the Platform.
23. “**Security Report**” means the security report delivered by third-party security auditors relating to (i) if applicable, the Ethereum custom smart-contract developed.
24. **“Services**” means the software and services (including the Platform, Knox Wallet, Smart Contract and Implementation Services) provided by Company to Customer.
25. **“Smart Contract Services”** means the drafting and deployment of the smart-contract as instructed by the Customer, as further described in the Order Form and SOW.
26. “**Software**” means any software, documentation or data related to the Services, including but not limited to the software of the Platform and Knox Wallet, and the software used for smart contracts.
27. “**Statement of Work**” or “**SOW**” means the statement of work appended as Exhibit B.
28. “**Territory**” means worldwide except as may be restricted by the United States Treasury Department’s Office of Foreign Asset Control (OFAC).
29. “**Token Purchase Tracking Tools**” means the tools developed by Company to track payments received on the Platform via bitcoin HD wallet and an Ethereum smart contract.
30. “**Users**” means any end user (individual or entity) of the Platform.

**EXHIBIT B**

**Statement of Work**

**PURPOSE (Statement of Objective(s)):** Subject to Order Form election, below are the package deliverables, feature sets, and responsible parties for the Services under the Agreement.*Package features may be updated from time to time by Company upon notice to Customer.*

**Deliverables:**

|  |  |  |
| --- | --- | --- |
| ***Platform Features*** | | |
| *Package Features:* | **Standard** | **Premium** |
| **White-Label Subdomain** | A white-labeled, hosted subdomain on Customer's website incorporating Customer branding, offering details, and agreements. | |
| **Offering Types** | Up to 10 sign-up flows mapped by User type and jurisdictions | Up to 50 sign-up flows mapped by User type and jurisdictions |
| **Pricing Methods** (*choose one per offering period*) | 1) Presale Discount - two-tier pricing model for different phases of sale 2) Early Discount Token - increasing price bands as more tokens sold 3) Set Token Amount - tokens sold amount is fixed, $ is raised and distributed proportionally 4) Discount Tiers - different tier of pricing with different price/lockups/details that user can select | |
| **KYC and AML - User checks** | ✓ | ✓ |
| **Token Purchase Tracking Tools** | ✓ | ✓ |
| **Compliance Report** | ✓ | ✓ |
| **Jurisdiction Blacklisting** | ✓ | ✓ |
| **Admin Dashboard** | ✓ | ✓ |
| **Google Analytics Integration** | ✓ | ✓ |
| **SLA** (*Exhibit to be attached if applicable*) | X | ✓ |
| **Dedicated Project Manager** | X | ✓ |
| **Changes to User KYC/AML or accreditation flow** | $10,000 per User flow | |
| **Dedicated Instance** (*Optional*) | Add $10,000 Implementation Fee and $2500 per month hosting fee | |
| **Platform - Support for Users** | | |
| **KYC and AML - Individual** | Customer to provide customer support to individuals during the KYC and AML process. | |
| **KYC and AML - Business** | Customer to provide customer support to entities during the KYC and AML process unless Customer elects Enhanced Entity KYC and AML Support. | |
| **Accredited Investor** | TokenSoft to provide customer support during the Accredited Investor process. | |
| **Technical and other support** | Except as detailed above, Customer is responsible for providing all other technical and customer support to Users during the Term of the Agreement for the Platform. | |

|  |  |
| --- | --- |
| **Custody Features** (*if elected in the Order Form*): | |
| **Knox Wallet** | N/A |
| **Integration with third-party custodian** | Arrange, coordinate, and implement technical integration with the third-party custodian as detailed in the Order Form. |

**EXHIBIT B**

**Statement of Work (continued)**

|  |  |  |
| --- | --- | --- |
| ***Smart Contract Features:***  *All Smart-contract features are**Subject to Consulting Fees below for implementation and maintenance.* | | |
| *Package Features:* | **Standard** | **Premium** |
| **Protocols Supported** | Ethereum (*ERC-1404, Polymath ST-20, Harbor R-Token, and OpenFinance-S3*) | N/A |
| **White-Labeled** | ✓ | N/A |
| **Whitelist Management (*contract manager*)** | ✓ | N/A |
| **Third-Party Security Report** | Pass-through expense to Customer | |
| **Timing of Token Minting** | Post-Platform Launch | N/A |
| **Token Distributions** | 1 distribution | N/A |
| **Manual User/Account Whitelisting** | See Consulting Fees | |
| **Add/Remove Administrator or Manager to Contract** | See Consulting Fees | |
| **Freezing Tokens/Account (if applicable)** | See Consulting Fees | |
| **Account Recovery (token freezing and re-issuance)** | See Consulting Fees | |

**Consulting Fees**

**for Services not included in above.**

|  |  |
| --- | --- |
| ***Consulting Support:*** *hourly fees for consulting services for any support or other software services not included in the above deliverables* | |
| **Consulting Roles:** | **Rate Per Hour (USD)** |
| **Project Manager** | $250 |
| **Product Manager** | $250 |
| **Software Engineers** | $400 |
| **Other operational staff** | $150 |
| **Executives (e.g. CTO or CEO)** | $1,000 |

**EXHIBIT C**

**Description of Processing of Customer Personal Data**

### This Exhibit C includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR, and the Controller to Processor SCC, as applicable.

### Subject matter, duration, nature, and purpose of the Processing of the Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Name** | **Description of Service** | **Personal Data Processing** | |
| Identity Record Check | Identity validation check, which searches for records that link the full name with the given address, date of birth, or other data provided by the User in the US or other countries. | Categories of Personal Data:   * Full name * Address and post code * Date of birth * SSN, tax identification number, or other government issued identification number * Check status/outcome and related tracking information   Special Categories of Personal Data:   * None |
| Document Image Check | Verifies the likelihood the document (e.g. government issued photo ID) provided is genuine and, if applicable, cross-references the information written on the document with the validated identity. | Categories of Personal Data:   * Identity document and information describing the identity document * Check status/outcome and related tracking information   Special Categories of Personal Data:   * Biometric data * Race/Ethnicity |
| Facial Similarity Check | Compares the face displayed on an identity document with any other image of a face, to verify that they are the same. | Categories of Personal Data:   * Photograph/video of the User’s face (a.k.a. selfie) * Identity document and information describing the identity document * Check status/outcome and related tracking information   Special Categories of Personal Data:   * Biometric data * Race/Ethnicity |
| Watchlist Report | Takes the User’s full name and searches the international PEPs and sanctions lists checked for AML laws. | Categories of Personal Data:   * Full name * Address and post code * Date of birth * PEPs and sanctions related data * Check status/outcome and related tracking information   Special Categories of Personal Data:   * Criminal Offenses |
| Accredited Investor Services | Takes the User’s full name and financial records to confirm the User meets the definition of “accredited investor” under the Accredited Investor Services. | Categories of Personal Data:   * Full name * Address and post code * Date of birth * Bank, investment, or other financial account * Tax records * Accounting records * Other financial information which may be helpful in verifying the user is an accredited investor. |
| Other Services | The information may be collected for the purposes of (i) verifying a User’s identity; (ii) mitigating chances of fraud or money laundering; (iii) referring User per User’s request to a third party, (iv) collecting data as requested by the Customer; (v) creating a customer profile with Company or Customer; or (vi) helping Customer manage payments to/from a User or transfers of security tokens to/from User. | Categories of Personal Data:   * IP address * Device ID or fingerprint * Bank account and routing number to send or receive payment * Bitcoin, Ethereum, or other cryptocurrency address to send or receive payment or a token issued by the Customer * Email address * Job title * Proof of address (e.g. utility bill) * Company name * Company address and post code * Company email address * Company phone |

**The obligations and rights of Customer**

The obligations and rights of Customer are set out in the Agreement.

**Data exporter (as applicable)**

Customer, which engages Company for the services specified in the Agreement.

**Data importer (as applicable)**

Company, which provides the services to Customer pursuant to the Agreement.

**Processing operations (as applicable)**

The personal data transferred will be subject to the following basic processing activities (please specify):

For the purposes of delivering the Services (including administration, operations, technical and customer support), the data set out above will be routinely accessed from the data importer’s systems, which are based outside of the European Economic Area.

**EXHIBIT D**

**Technical and Organizational Measures**

*Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, Company shall implement appropriate technical and organizational measures as set forth as follows:*

1. **SECURITY SAFEGUARDS**
   1. DEFINITIONS. Capitalized terms used but not defined in this Exhibit shall have the meaning given to them in Section 3.5.1 of the Agreement.
   2. INFORMATION SECURITY. Company shall implement the technical and organizational security measures which shall include, as appropriate for the risk, the following: pseudonymization and encryption of personal data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, and the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident. Company shall indicate the security measures it has in place by place by completing Appendix 2, and agrees to implement at least the security measures specified below before Processing Personal Data and shall continue to comply with them during the term of the Agreement.
      1. Company shall restrict access to Personal Data to those authorized persons who need such information to deliver the Services to Client and Customers under the Agreement.
      2. Company shall implement and maintain administrative, physical and technical safeguards to protect Personal Data, together with any other information collected as part of the Services that might be used to identify a particular individual, that are no less rigorous than accepted industry practices, including the International Organizations for Standardization standards: ISO-IEC 27001:2005 (Information Security Management Systems Requirements), , and shall ensure that all such safeguards, including the manner in which Personal Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with the Data Protection Legislation, as well as the terms and conditions of this DPA.
      3. If the Services involve the transmission of Personal Data over a network (“data in motion”), Company will implement appropriate supplementary measures to protect the Personal Data against the specific risks presented by the Processing. Special Categories of Personal Data (as defined by GDPR) will only be transmitted in an encrypted format.
      4. If the Services involve the storage of Personal Data, Company will implement appropriate measures to protect the Personal Data against the specific risks presented by the storage of such data (i.e. data encryption for stored data (“data at rest”)), and Company must adhere to a prevailing National Institute of Standards and Technology (NIST) standard, or at a minimum, the Advanced Encryption Standard (AES) with 256 bit key length, with proper encryption key management procedures. This requirement applies to Company’s internal systems, and any third-party providers utilized by Company. Special Categories of Personal Data will only be stored in an encrypted format.
      5. The security measures required under the Agreement are subject to technical progress and further developments. Company shall be permitted to implement alternative adequate measures but the level of security of such measures may not fall below the level of the measures in place as of the date hereof. Any substantial changes that may negatively affect the Services shall be documented and approved by Customer.
      6. Company shall implement a procedure for the regular testing, inspection, assessment and evaluation of the effectiveness of the technical and organizational measures to ensure the security of the processing, and notify Customer of any findings.
   3. DATA BREACH. In the event Company becomes aware of Data Breach, Company will (i) promptly notify the Customer of the Data Breach, no later than 48 hours after becoming aware of the Data Breach; and (ii) provide all reasonable help requested by the Customer to investigate and remedy the Data Breach. The content and provision of any notification of the Data Breach shall be solely at Customer’s discretion, except as otherwise required by applicable law or regulations.
      1. DATA BREACH NOTIFICATION. Company’s notification of a Data Breach to Customer, to the extent known, will include: (a) the nature of the Data Breach; (b) the date and time upon which the Data Breach took place and was discovered; (c) the number of Data Subjects affected by the incident; (d) the categories of Personal Data involved; (e) the measures – such as encryption, or other technical or organizational measures – that were taken to address the incident, including measures to mitigate the possible adverse effects; (f) the name and contact details of the data protection officer or other contact; and (g) a description of the likely consequences of the Data Breach.
      2. DATA BREACH COORDINATION. Company shall properly document the facts surrounding the Data Breach, its effects and responsive actions taken, including any reporting to regulatory and law enforcement agencies where required by applicable law. Company will provide timely information and cooperation as Customer may require so that it may fulfil its Data Breach obligations under (and in accordance with the timescales required by) Data Protection Legislation.

**EXHIBIT E**

**List of Company’s Authorized Sub-Processors**

|  |  |
| --- | --- |
| **Name** | **Country of entity HQ** |
| Amazon Web Services Inc | USA |
| Elleptic Inc | USA (entity) / United Kingdom (parent) |
| Google LLC | USA |
| IDM Global, Inc. | USA |
| IDM Global, Inc. list of Sup-Processors can be found here <https://identitymindglobal.com/gdpr/subprocessors/> which may be updated from time to time by IDM Global Inc. or Company. | |
| Meteor Development Group Inc. dba ApolloGraphGL | USA |
| ObjectLabs Corporation dba mLab / MongdoDB | USA |
| Onfido Inc. | USA |
| Onfido Inc., list of Sup-Processors can be found here <https://app.fileboard.com/p/o6f0qxq8> which may be updated from time to time by Onfido Inc. or Company. | |
| Redis Labs, Inc. | USA |
| SendGrid, Inc. | USA |

EXHIBIT F

ACCREDITED INVESTOR SERVICES

This Exhibit F (Accredited Investor Services) provides the additional terms for the provision by Company of Accredited Investor Services (as defined below) to Customer. All terms not defined in this Exhibit will have the meaning set forth elsewhere in this Agreement.

1. Accredited Investor Services.
   1. Services. The accredited investor verification services (the “Accredited Investor Services”) provided by Company will be the review of materials, documents, and information provided by Customer’s Accredited Investor Applicants for purposes of verifying if each Accredited Investor Applicant qualifies as an “accredited investor” (as defined in Regulation D of the Securities Act of 1933, as amended (the “Securities Act”)) for purposes of complying with the verification requirements of Rule 506(c) of Regulation D of the Securities Act. Following the review of such Accredited Investor Applicant’s materials, documents, and information, Company will deliver to Customer a written verification letter (the “Letter”) that states whether or not such Accredited Investor Applicant qualifies as an accredited investor. If the Accredited Investor Applicant is determined to be an accredited investor, the Letter shall only be valid for ninety (90) days from the date of such Letter. An approval or denial of accredited investor status shall not affect the rate of compensation set forth in this Agreement.
   2. Delivery of the Services.
      1. Start Date. Company shall commence the provision of the Accredited Investor Services on the Platform Launch Date, and continue to provide the Accredited Investor Services until the Platform Closing Date or the Agreement is terminated.
      2. Service Dates. Company agrees to use reasonable business efforts to perform the Services and to cause the completion of each verification review requested by Customer within two (2) business days of Company receiving the applicant’s completed verification information.
2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH PROVIDING ACCREDITED INVESTOR SERVICES EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY FOR THE PROVISION OF SUCH ACCREDITED INVESTOR SERVICES OR DELIVERABLES GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.