END USER TERMS OF USE

By accepting the relevant service agreement between you and your Service Provider, you have also accepted this **END USER TERMS OF USE** ("**this Agreement**") with **METACOMP PTE. LTD.**, a company incorporated in Singapore with its registered place of business located at 168 Robinson Road #26-02, Capital Tower, Singapore 068912 ("**MetaComp**"). For the ease of reference, you and MetaComp shall collectively be referred to herein singularly as "**Party**" while collectively as "**Parties**".

1. This Agreement sets out the terms and conditions governing Parties' relationship in relation to the payment and digital payment token services offered by MetaComp.

2. For the ease of reference, this Agreement consists of four (4) Schedules, namely:-

   (1) **Schedule A**: *Glossary*;

   (2) **Schedule B**: *General Terms & Conditions*;

   (3) **Schedule C**: *Specific Terms & Conditions (Payment Related Services)*;

   (4) **Schedule D**: *Specific Terms & Conditions (Currency Sale & Purchase)*; and

   (5) **Schedule E**: *Specific Terms & Conditions (Fiat Account Services)*.

SCHEDULE A
GLOSSARY

TERM	DEFINITION
"Addendum"	means any additional supplemental agreement that MetaComp signs with you for offering other services and/or products other than the services offered under Schedule C: Specific Terms & Conditions (Payment Services & Currency Conversion); Schedule D: Specific Terms & Conditions (Currency Sale & Purchase); or Schedule E: Specific Terms & Conditions (Fiat Account Services).
"Additional References"	include:- (1) the Acceptable Use Policy, which sets out the key terms on what is acceptable use of MetaComp's Services and the Platform. Failure to comply to this is likely to result in immediate termination of this Agreement; (2) the Fees Page, which sets out any applicable fees. If the fees do not appear to be similar to what you understand them to be, please check if you had signed an Addendum(s) as your applicable Fees may be stated there. If not, please contact your Relationship Manager to seek their assistance; (3) the Privacy Policy, which sets out the way MetaComp handles data – safely and securely especially in relation to any of your Personal Data; and/or (4) any risk disclosures or notices that may be published on the Platform regardless of whether they involve Fiat Currencies or otherwise.
"Affiliates"	shall mean any related entities of either Party including any legal persons that directly or indirectly, through one or more intermediaries, controls, holds such power to direct or affect the direction of the management of either Party and policies thereof by reason of shares ownership, voting rights or otherwise. For the avoidance of doubt, Affiliates shall also include any parent, subsidiary and/or associated companies of either Party.
"Agreement"	means this Agreement including all the Additional References incorporated as though those terms were part of this Agreement but may, in some cases, mean any one of them. the Additional References, any Addendum(s) and/or any other documents that may have been executed between MetaComp and you.

TERM	DEFINITION
"AML/CFT"	means anti-money laundering and counter-financing of terrorism.
"Business Day"	means a calendar day when banks and foreign exchange offices in Singapore and the jurisdiction in which the account provider is located are both open for business but does not include any Saturday, Sunday and gazetted public holiday.
"Business"	means a legal entity which include but not limited to company, limited liability partnership, limited partnership, general partnership, sole proprietorship and other legally recognized business vehicles.
"Confidential Information"	shall include but are not limited to:- (1) any information, in any form or manner, tangible or intangible that Parties have proprietary interests in whether they are labelled "proprietary" or "confidential"; (2) any of MetaComp's Trade Secret, know-how, invention, concept, software program, source code, object code, application, documentation, schematic, procedure, contract, information, knowledge, data, database, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, technical, scientific, customer, employee, investor, or business information, whether in oral, written, graphic, or electronic form; (3) any non-public business information, including personnel data, historical customer information and data, historical cost information such as budgets, operating expenses, and capital costs, and projected capital additions, operating cost information, and other business, and financial reports and forecasts; (4) any document, diagram, photograph, drawing, computer program, or other communication that is either conspicuously marked "confidential", or that you knows or reasonably should have known to be confidential, (5) any advice, information, exhibits, documentation, or any other information that you should reasonably expect would be protected by any sort of privilege under law; and (6) any information, communications and/or correspondence that MetaComp may disclose to you prior to the execution of this Agreement, during the negotiations and/or whether such information had been specifically labelled as "confidential" or that you knows or reasonably should have known to be confidential in nature.
"Currency Conversion Fee"	means the fees, expenses or charges imposed by MetaComp for the conduct of a Currency Conversion.
"Currency Conversion"	means the swap, exchange and/or conversion of one Currency into another Currency and may be part of a Payment Transaction.
"Currency"	means any Fiat Currency or New Currency published on the Currency List located on the Platform.
"Effective Date"	shall mean the date of which the Agreement is accepted electronically through your Service Provider's platform.
"Fees Page"	means the webpage of the Platform operated by MetaComp listing all applicable fees and charges for the Services.
"Intellectual Property"	means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement;

TERM	DEFINITION
	and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
"KYC"	means "*Know Your Client*".
"License(s)"	shall mean any licences granted to you for the purposes of MetaComp's provision of MetaComp Services under this Agreement.
"MetaComp Services"	means the services provided by MetaComp under Schedule C: Specific Terms & Conditions (Payment Related Service), Schedule D: (Currency Sale & Purchase Service) and/or Schedule E: Specific Terms & Conditions (Fiat Account Services).
"MetaComp"	means MetaComp Pte. Ltd. (UEN No. 201811650W).
"New Currency"	means a mean or medium of exchange that may be accepted by the public or a section of the public for the payment of goods and services as defined in Section 2 of the PSA and this does not include any Fiat Currency.
"Onboarding Process"	means the submission and review process of your identity verification documents, completed account opening form and any other documents and/or information that may be required of you in accordance with the prevailing laws and regulations. MetaComp may only offer you the Services if you have successfully completed the Onboarding Process. This may be conducted online through the Platform.
"Payment Information"	means the information provided by you in a Payment Order and it includes but not limited to the beneficiary account holder, the account information and the amount of funds to be transferred.
"Payment Order"	means the instruction issued by you through the Platform or any other electronic or off-line means as the case may be. This shall include both an instruction for a Payment Service and/or an instruction for Currency Conversion, as the case may be.
"Payment Transaction"	means the placing, transfer or withdrawal of Currencies, whether for goods or services or any other purpose and regardless of whether the intended recipient is entitled to said Currencies.
"Personal Data"	shall bear the meaning prescribed to it under the Personal Data Protection Act 2012 which may be applicable from time to time and shall include any data or information which is about an individual and relates, directly or indirectly, to an individual, from which the identity of the individual can be, directly or indirectly, ascertained under the control of either Party and/or any relevant individuals duly authorized by the respective Party.
"Platform"	means MetaComp's proprietary Client Asset Management Platform hosted on a domain name that belongs to MetaComp and all pages and content pertaining to regulated activities under the PSA are operated solely by MetaComp.
"PSA"	means the Payment Services Act (2019) of Singapore.
"Representatives"	shall mean either Party's directors, officers, employees, advisers, agents or any such persons that may be putting themselves out to be authorized by either Party.
"Trade Secret"	shall mean any information, including a formula, pattern, compilation, program, device, method, technique or process, that:- (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
"Transfer Details"	means the payment information of the underlying accounts belonging to MetaComp for the purposes of trareceiving and sending of Currencies.
"Unauthorized Transactions"	means Payment Transaction initiated through your User Account but you did not issue and did not have any actual knowledge of the Payment Orders.

TERM	DEFINITION
"User Account"	means a user account maintained by MetaComp in order to grant you access to the Platform after your successful onboarding. Depending on the level of KYC, your account may be unrestricted.
"Website"	means any the website on which you log in to access the Platform.

SCHEDULE B
GENERAL TERM & CONDITIONS

Set out below are the General Terms & Conditions which shall be read together with **Schedule C: Specific Terms & Conditions (Payment Related Service)** and **Schedule D: (Currency Sale & Purchase Service)**. For the avoidance of doubt, the terms set out in this Schedule shall be adopted in :-

1. *Authorization*

You hereby agree that:-

(1) you have duly authorized your Service Provider as your agent for the following acts:-

(a) provide information or documents including Personal Data to MetaComp for the purposes of this Agreement including any information or dicynebts that may be required of you;

(b) operate, for and on your behalf, your Account and User Account;

(c) issue any Payment Order for and on your behalf;

(d) receive any and all notifications under this Agreement to be received by your Service Provider instead;

(e) receive or deposit any Currencies for and on your behalf;

(f) take any steps you may be required to take to be taken by your Service Provider instead.

(2) any acts or omission by your Service Provider amounting to be a breach of this Agreement shall be deemed to be a breach by you;

(3) similarly, any claims by you had been subrograted to your Service Provider with both you and your Service Provider retaining the right to seek compensation; and

(4) any fees applicable for the use of MetaComp Services are paid to your Service Provider and/or its Affiliates and not MetaComp.

2. *Warranties & Representations*

Each Party hereby warrants and Representations to each other that:- -

(1) it has the full rights, power and/or authority to execute, deliver and/or perform all of its obligations and accept any of its benefits under this Agreement;

(2) it is not facing any action, suit, arbitration or proceeding nor to its knowledge is any such action, suit, arbitration or proceeding, pending, which is likely to have a materially adverse effect on its ability to carry out all of its obligations under this Agreement;

(3) it is not under any government or AML/CFT sanctions at the time of the execution of this Agreement and shall endeavour not to put itself to be in a position where it may be during the subsistence of this Agreement; and/or

(4) it had sought any necessary legal advice as regards this Agreement.

3. *MetaComp's Warranties & Representations*

MetaComp hereby warrants and represents to you that MetaComp shall:-

(1) implement and maintain industry-leading security measures for the protection of your funds, including but not limited to multi-signature authorization protocols,segregated fund storage, cold and hot wallet separation, encryption of transactions, real-time monitoring systems for fund movements, and regular security audits;

(2) promptly notify you and/or your Service Provider of any security incidents or unauthorized access attempts that may affect the safety of your funds and shall take immediate remedial actions to prevent or mitigate any potential loss;

(3) comply with relevant AML/CFT rules and regulations; and/or

(4) in the event that MetaComp is held to be liable to the you for breaches under this Agreement, you have the right to hold MetaComp accountable, you also have the right to authorize your Service Provider to hold MetaComp accountable on behalf of you.

4. *Onboarding Process*

(1) Before MetaComp can provide you with any MetaComp Services, you shall be required to undergo an onboarding process where you shall be required to provide MetaComp with a series of information and/or documents that MetaComp have requested as part of the due diligence requirements.

(2) This due diligence process is mandated by law and our refusal or negligence in providing any such information and/or documents sought may result in an adverse view to be formed of you and may result in the halting of the onboarding processes and consequentially, no MetaComp Services shall be provided to you as you did not complete the onboarding process.

(3) You shall be notified of your successful completion of the onboarding process at your registered email which should complete, in most circumstances, between one (1) to five (5) Business Days, unless there are unexpected situations that may result in some delay in the review process.

5. *Notify on Changes to Particulars*

(1) In the event that any information provided to MetaComp changes during the course of this Agreement, you shall be required to notify MetaComp by email at client_services@mce.sg so that MetaComp may update its records accordingly.

(2) In the event that this involves any change to business particulars that you should notify MetaComp at the above email address and provide MetaComp with the relevant supporting documents which include but are not limited to changes of directorship, shareholding, authorized signatories and business nature. These changes impact your client profile with MetaComp, and in certain situations, MetaComp may have to conduct further due diligence checks. As such, you are reminded to keep MetaComp updated as soon as practicable.

6. *"As-is", "Where-is" & "When-Available"*

(1) You are responsible for ensuring that your information technology, computer programmes and platform is configured appropriate for the access to our Platform, Deliverables and/or Services.

(2) MetaComp is providing the MetaComp Services on an "*as-is*", "*where is*" and "*when-available*" basis. Whilst MetaComp does take the necessary steps to ensure that there are protections against the Malwares and other cyber threats, it may not be sufficient, and it is equally important that you have your own cyber security systems.

(3) Given that online platforms are highly dependent on various microservices where each of them may be interdependent, there may be situations where one minor error or bug may result in massive outage causing the Platform and MetaComp Services to be unavailable until recovery happens.

7. *Confidentiality*

(1) During the subsistence of this Agreement, Parties may receive, come to possession and/or be granted access to Confidential Information (including but not limited to any IP and/or Trade Secret) disclosed by either Party and the Receiving Party shall receive such information in confidence regardless of whether they are labelled as such or otherwise.

(2) Notwithstanding the generality of the foregoing, confidentiality obligations under this Agreement shall not apply to the following situation where the disclosure of such information:

(1) is required by law (including but not limited to any disclosure mandated by any court order of competent jurisdiction and/or any disclosure pursuant to any directions issued by any governmental body and/or competent authority in which such directions shall apply to either Party);

(2) is disclosed by either Party to any professional advisors for the sole purpose of seeking the any necessary professional advice;

(3) is or has become part of the public domain through no fault of the receiving Party;

(4) is known to the either Party, prior to the disclosure by either Party, that neither Party was under any obligation to keep such information confidential at the point of the receiving Party's receipt of the information;

(5) is subsequently obtained by either Party through third party and such third party, as far as the obtaining Party is aware, did not breach its confidentially obligation owed to either Party or was under no obligation at all to keep the said information confidential;

(6) is independently developed by either Party without relying on any Confidential Information disclosed by either Party; and/or

(7) has been approved for to be released into the public domain by either Party.

(3) Parties agree that Confidential Information shall only be used by either Party for the performance of either Party's obligations under this Agreement and such Confidential Information may only be disclosed to either Party's Representatives on a "*need to know*" basis provided always that such disclosure shall be for the fulfilment of either Party's obligations under this Agreement. Parties agree and undertake to protect the Confidential Information of either Party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorised use, dissemination or publication of such Confidential Information, as you use to protect its own confidential information of like nature.

(4) For the avoidance of doubt, Parties' confidentiality obligations shall subsists (including but not limited to any Confidential Information and/or Trade Secret) in perpetuity unless:- (1) such situations where 10 applies; or (2) such Trade Secret is no longer secret in nature.

8. *Intellectual Property Rights*

(1) Each Party warrants to the other Party that all title, ownership and other rights arising out of and/or in connection with any and all IP either Party may provide for the purposes to this Agreement are:- (1) in existence prior to the date of this Agreement; (2) such IP is owned by or duly licensed to either Party as the case may be. Unless otherwise provided herein, all IP rights in the Deliverables shall belong to and vest exclusively in MetaComp ("**MetaComp IP**").

(2) Unless agreed by Parties in writing and it is in the ordinary course of business for MetaComp:-

(a) Parties shall not copy, duplicate, disseminate, assign, permit or allow/make others utilize any of the other Party's IP without the prior written consent by such Party. In the performance of either Party's obligations under this Agreement, each Party undertakes that it shall not, knowingly, infringe the IP and the rights thereof belonging to any third party;

(b) Parties shall not reverse engineer or otherwise attempt to derive the underlying source code, trade secrets, structure or organization of any

Deliverables or any other information provided by MetaComp to you under this Agreement;

(c) shall not allow any third party to obtain access to the Deliverables unless otherwise stated in this Agreement;

(d) shall not modify, create any derivative work of, or make any copies of the Deliverables or any portion thereof; and/or

(e) shall not take any action which would cause the Deliverables to be placed in the public domain or to become open source software or permit any third party to do so.

(3) Parties shall strictly comply with all relevant IP laws and/or regulations and save as permitted herein, neither Party shall use or otherwise deal with the IP rights of the other Party.

(4) Either Party shall defend the other Party, its Affiliates and/or Representatives against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal or professional costs on a full indemnity basis) suffered, incurred and/or paid by the other Party arising out of or in connection with any claims brought against the other Party for actual and/or alleged infringement of a third party's IP and their rights thereof in any jurisdiction.

9. *License*

(1) Notwithstanding the generality of the aforesaid, MetaComp hereby grants a non-exclusive, non-sublicenseable and non-transferable license to use the Platform worldwide during the term of this Agreement ("**the License**").

(2) In consideration for the non-exclusive, non-sub-licensable and non-transferable license issued by MetaComp to you herein and you agree that:-

(a) the use of such license are duly authorized by MetaComp for the purposes of this Agreement ;

(b) there shall not be any unauthorized change and/or modification of the Deliverables;

(c) any use of the License shall not be for any wrong, immoral, dishonest, illegal or wrongful purpose and be in full compliance with any other prevailing laws, legislation and/or regulations; and/or

(d) in the event of any breach of this provision, MetaComp shall notify you of said breach and you shall have ten (10) Business Days to rectify the same. Failing which, MetaComp shall be entitled to terminate this Agreement. For the avoidance of doubt, nothing herein shall be deemed as a waiver of MetaComp's right to claim you for any loss and/or damage suffered during the period of breach.

10. *Maintenance of Records*

(1) Parties agree that they shall maintain the data, logs, records and/or information which related to the performance of this Agreement, tangible or intangible, in accordance with industry practice applicable to either Party and such data, logs, records and/or information shall include but are not limited to those relating to and/or demonstrating respective Parties' compliance or non-compliance with their obligations under this Agreement, data migration, problem/issue/incident logs and/or test plans related to the Deliverables under the relevant SOW. For the ease of reference, the aforesaid shall be referred to collectively as "**the Parties' Records**" and singularly, as a "**Party's Record**".

(2) For the avoidance of doubt, MetaComp shall maintain its records for no less than seven (7) years.

11. *Data Protection*

(1) You agrees that MetaComp may collect, use, disclose, process and/or store Personal Data provided by you, for the purposes of performing MetaComp's obligations under this Agreement. MetaComp acknowledges that it is not allowed to collect, use, disclose, process and/or store the said Personal Data for purpose outside of your obligations under this Agreement.

(2) In the event that MetaComp processes any Personal Data for and on behalf of you as part of its obligations under this Agreement, Parties agree that MetaComp shall be deemed to be your data intermediary and is required to comply with the necessary data protection laws that may be in force from time to time.

(3) In respect of any Personal Data that you may disclose to MetaComp as part of your obligations under this Agreement, you represents, warrants and/or undertakes that:-

(a) for Personal Data that you provide to MetaComp under this Agreement that you would have, prior to providing such Personal Data to MetaComp, obtained all necessary consents from the individuals whose Personal Data are being disclosed or provided, to:-

(i) permit you to disclose the individuals' Personal Data to MetaComp for the purposes of allowing MetaComp's performance of its obligations under this Agreement; and

(ii) permit MetaComp to collect, use, disclose and/or process the individuals' Personal Data, including the disclosure of the said Personal Data to MetaComp's third party service providers or agents or sub-contractor for the purposes of performing MetaComp's obligations under this Agreement; and

(b) any Personal Data of the individuals that you will be or are disclosing to MetaComp are, the best of your knowledge and belief, accurate.

(4) In respect of any Personal Data that MetaComp may receive from you under this Agreement, MetaComp represents, warrants and/or undertakes to protect any individual's Personal Data in its possession and to make any reasonable security arrangement to prevent:- (a) any unauthorised access, collection, use, disclosure, copying, modification or disposal, or similar risks by third parties; and (b) the loss of any storage medium or device on which Personal Data is stored. Further MetaComp shall not be entitled to use, disclose, copy, modify or dispose of any Personal Data save for its fulfilment of the purpose in which such Personal Data were originally disclosed for.

(5) If MetaComp discloses the said Personal Data to MetaComp's third party service provider or agents or sub-contractor for the purposes of performing MetaComp's obligations under this Agreement, MetaComp shall ensure that the third party service provider or agents or sub-contractor has put in place reasonable security arrangement to prevent:- (1) any unauthorised access, collection, use, disclosure, copying, modification or disposal, or similar risks by third parties; and (2) the loss of any storage medium or device on which Personal Data is stored.

(6) MetaComp shall cease to retain its documents containing Personal Data, or remove the means by which the Personal Data can be associated with particular individuals, as soon as it is reasonable to assume that the purpose for which that personal data was collected is no longer being served by retention of the personal data, and retention is no longer necessary for legal or business purposes. MetaComp is to ensure that its third party service provider or agents or sub-contractor comply with this Clause as well.

(7) In the event that MetaComp is aware or has reasons to believe or suspect that there has been a breach of its obligations under this Part, MetaComp shall also, to the extent permitted by law, offer necessary assistance and/or cooperation

with you to allow you to limit and/or protect against any further unauthorized disclosure of such Personal Data and MetaComp shall indemnify you in respect of any costs (including legal costs), fees, expenses, loss and/or damage that you may suffer and/or incur by reason of and/or in connection with MetaComp's failure to comply herein.

(8) MetaComp shall comply with all applicable Data Protection and privacy laws (i.e. Singapore's Personal Data Protection Act 2012 and Hong Kong's Personal Data (Privacy) Ordinance (PDPO)) regulations, and industry standards.

(9) You reserves the right to audit MetaComp's compliance with this Agreement upon providing reasonable notice. MetaComp shall cooperate with your audit and provide any information reasonably necessary to demonstrate compliance with its obligations under this Agreement and applicable data protection laws. Such audits shall be conducted no more than once per year unless required by a regulatory authority or following a security incident.

(10) Despite the foregoing, your data or information provided to MetaComp, or generated from the above activities, shall remain the exclusive property of yours. MetaComp is authorized to use such data or information solely within the scope of this Agreement. MetaComp shall implement all necessary data protection measures to prevent data breaches. In the event of a breach, MetaComp shall immediately notify you and follow your reasonable instructions to mitigate damages. MetaComp is further obligated to ensure legal and secure data storage and cross-border transfers. Upon termination of this agreement, MetaComp shall return all data and information received in connection with this project.

12. *Orders from Competent Authorities*

In the event that MetaComp receives any orders from relevant competent authorities such as the Singapore Courts, the Singapore Police Force, the MAS and/or any other regulatory bodies within or outside of Singapore, MetaComp may be required to take certain actions such as the withholding of payments to and from your Account, placing a reserve or limitation on your Account or to release the said funds held in your Account to relevant authorities. Unless otherwise having been instructed by the authorities to maintain confidentiality, MetaComp shall, to such extent lawfully permissible, attempt to notify you of these actions using the contact information that you have provided to us. That said, should the authorities require us to provide any and all information within our power, possession and custody, MetaComp shall comply with the same. MetaComp does not have an obligation to contest or appeal any such orders made against you nor do MetaComp agree to partake in any proceedings of the same.

13. *Anti-Bribery*

Parties shall inform all individuals and/or entities representing them of the anti-corruption obligations stated herein and to monitor the compliance of any such individuals (including but not limited to Parties' Representatives and/or entities for the period leading up to the execution of this Agreement. If any Party is aware or has reason to suspect any individual and/or entity representing any other Party is in violation of the prohibitions herein, it shall notify the relevant other Party of such knowledge or suspicion in writing.

14. *Force Majeure*

(1) Parties agree that any Party's failure and/or omission in fulfilling its obligations under this Agreement or SOW as a result of and/or arising out of any war whether declared or not, hostilities, belligerence, national emergency, blockade, revolution, insurrection, riot, public disorder, expropriation, strike, requisition, confiscation or nationalization, or fire, flood, earthquake, storm, lightning, tide (other than normal tides), telecommunication line failure, failure of or stagnation in the supply of power, fuel, transport or equipment affecting the availability of materials or labour necessary for the performance of the any MetaComp Services to a degree not existing at the time of the date of this Agreement or epidemics of infectious diseases, acts of local governmental authorities, regulators or any other event, matter or thing, wherever occurring, which is not within the reasonable control of the affected Party or any other similar circumstances (but shall not include lack of financial capacity or inability to make payments for any reason) shall not:- (1) give rise to any claims by the other Party under this Agreement; and (2) be deemed to be a material breach under this Agreement. For

the ease of reference, the aforesaid situations shall be referred to collectively as "Force Majeure Events" and singularly, a "**Force Majeure Event**".

(2) Any Party suffering or is at risk of an impending Force Majeure Event shall notify the other Party in writing as soon as reasonably possible, informing the other Party of the nature of the Force Majeure Event and the extent in which such Event would suspend the affected Party's ability to fulfil its obligations under this Agreement or any relevant SOW. Parties shall endeavour to minimize any consequences as a result of the Force Majeure Event. For the avoidance of doubt, the affected Party shall continue to perform and observe other obligations under the Agreement or any relevant SOW insofar as such obligations are not be affected by the Force Majeure Event.

(3) If the Force Majeure Event continues for a period exceeding thirty (30) calendar days, this Agreement or the relevant SOW may be terminated by either Party forthwith by issuing a written notice to the other Party indicating the same. For the avoidance of doubt, upon such termination, either Parties shall no longer be obligated to carry out its obligations from the date of termination and it shall be without prejudice to Parties' rights against each other for any antecedent breach(es).

15. *Sub-contracting*

(1) Subject to your written consent and only for sub-contracting pertaining to matters arising out of this Agreement, MetaComp may engage any sub-contractors or enter into any sub-contract agreement, or delegate or otherwise arrange for any other party to perform any part of this Agreement (including the performance of any part of the Services) or to discharge any of its obligations under any part of this Agreement. If applicable laws and regulations require MetaComp's consent, such consent shall not be unreasonably delayed or withheld. For the avoidance of doubt, you shall not withhold any prior consent sought by MetaComp unreasonably. In the event of any such delay in providing the necessary written consent results in any loss or damage suffered by you, you shall be wholly responsible for such loss or damage. In the event that such delay in providing the necessary written consent results in any loss or damage to MetaComp or any other clients of MetaComp, you shall similarly be wholly responsible for the same.

(2) For the avoidance of doubt, no sub-contracting shall release MetaComp from its responsibilities, liabilities and obligations under this Agreement. MetaComp shall be fully responsible for the work and activities of each of the sub-contractors, including for compliance with the terms of this Agreement.

16. *Termination*

(1) Schedule C: Specific Terms & Conditions (Payment Related Service), Schedule D: (Currency Sale & Purchase Service) and/or Schedule E: Specific Terms & Conditions (Fiat Account Services) may be terminated by Parties in the following manner/under the following circumstances:-

(a) Termination without Cause. This Agreement may be terminated upon the the issuance of a written notice by either Party and no reasons is required for the early determination of this Agreement in such circumstances provided always that the date of termination shall be no less than thirty (30) calendar days from Parties' decision in determining this Agreement; and

(b) Termination with Cause. In the event that one Party is of the view that the other Party had committed a material breach of its obligations under this Agreement, the non-breaching Party shall be entitled to issue a notice stating the breach complained of and demanding the breaching Party to remedy the said breach within thirty (30) calendar days from the receipt of this notice. In the event that the material breach complained about is not remedied within the stipulated timeline, the non-breaching Party shall be entitled to terminate this Agreement and/or SOW without further notice.

(2) For the avoidance of doubt and unless otherwise agreed between Parties in writing, the termination of this Agreement shall be without prejudice to the terminating Party's rights, claims and/or remedies (either in law or in equity) against the other Party.

(3) In addition to the grounds of termination provided in the above-mentioned Clause, one Party shall be entitled to terminate this Agreement and/or SOW with immediate effect by issuing a written notice to the other Party in the event that the other Party:-

(a) becomes the subject of any government sanctions; and/or

(b) takes any step or action in connection with its entering administration, provisional liquidation, judicial management, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

(4) Upon termination of this Agreement, Parties shall immediately settle all outstanding amounts to you or your designated third party. All settlements arising out of this Agreement shall be completed within ten (10) Business Days from the date of termination. In the event that Parties are unable to complete the settlement by the aforesaid deadline because of one Party's delay or refusal to coorperate, the Party causing the delay or refuse to cooperate shall be subject to a penalty at the rate of 5.33% per annum of the outstanding amount until full repayment or settlement is completed.

17. *Liability*

(1) Unless otherwise agreed in writing, Parties agree that Parties' respective liabilities arising out of and/or in connection with each Schedule shall be joint and not several.

(2) During the period that your funds are held in custody on trust or under the control by MetaComp, MetaComp shall be fully responsible for ensuring the safety of the funds. In the event of fund loss, whether due to forks, Address Distortion, hacker attacks, or other similar incidents (excluding force majeure events), MetaComp shall bear all responsibilities, including compensating you for any direct losses arising thereof; For the avoidance of doubt, "**Address Distortion**" refers to situations where MetaComp willingly allow funds from addresses labelled to be illicit or conducting illegal activity to be directly transferred from those addresses into any New Currency Accounts to be labelled as illegal well;

(3) Notwithstanding the generality of the aforesaid, nothing in this Agreement shall not exclude and/or limit the liability of any Party for:- (1) any death or personal injury by reason of the other Party's negligence; (2) acts of dishonesty or fraudulent misrepresentation by the other Party and/or its employees, agents, representations and/or authorized representatives.

(4) Should MetaComp breach this Agreement, MetaComp shall be liable for compensate the direct losses caused to you. You are entitled to postpone the payment, set off the losses from unpaid amount. Should any provision in this Agreement differ from this provision, this provision shall prevail.

18. *Retrieval of Copy*

If you wish to download a copy of this Agreement, you may access the "**Document Centre**" or any other link that MetaComp may provide or assign you from time to time. Through this link, Clients may access it from the Platform or reach out to the Client Success Group or Relationship Manager to request for a copy of this Agreement.

19. *Taxes*

Each Party is responsible for its own taxes.

20. *No Third Party Rights*

Unless expressly provided in this Agreement, no other person shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of these terms.

21.	*Assignment*	You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all your rights and obligations under this Agreement (including the User Account) without MetaComp's prior written consent.
22.	*Severability*	Each of the provisions of this Agreement operates separately. If any court or competent authority holds that any provision in this Agreement is unlawful and/or unenforceable, the remaining provisions shall continue to remain in full force and effect.
23.	*Enforcement*	Any delay in the enforcement of any provision under this Agreement shall not be deemed as or construed to be a waiver of MetaComp's rights to do so even if MetaComp does take a certain course of action at later date.
24.	*Entire Agreement*	This Agreement supersedes and extinguishes all previous agreements between you and MetaComp, whether written or oral, relating to its subject matter and all terms governing Parties are set out in this Agreement.
25.	*Governing Law*	This Agreement is governed by Singapore law. Any dispute between you and MetaComp arising out of and/or in connection with this Agreement shall first attempt amicable resolution through mediation which shall commence no later than thirty (30) calendar days from when the dispute first arose. In the event that Parties are unable to resolve the matter amicably, either Party may commence the necessary proceedings in Singapore International Arbitration Centre ("**SIAC**").

SCHEDULE C
SPECIFIC TERMS & CONDITIONS (PAYMENT RELATED SERVICES)

Set out in the table below are the specific terms and conditions governing the relationship between Parties with regards to the Payment Related Services that MetaComp is offering to provide you as a Major Payment Institution and you have agreed to accept:-

GENERAL		
1.	*No Offers of Capital Market Products or Services*	MetaComp does not offer any capital market products or services. If you have spotted any capital market products or services on the Platform, they are not offered or operated by MetaComp. You are under no obligation under this Agreement to click on the aforesaid and MetaComp does not receive any incentive for your visits or subscriptions of the same.
2.	*Payment Related Services*	Payment Services & Currency Conversion or collectively, as "**Payment-Related Services**".
3.	*Risk Acceptance*	Please note that there are still inherent risks such as the risks associated with fluctuations in the relevant Currency exchange rates, counterparty risks, liquidity risks and/or banking risks. Nothing in this Agreement shall be construed or deemed as us or the use of any of Payment Related Services provided being free of risks.
ONGOING MONITORING & PERIODIC REVIEW		
4.	*Onboarding Requests for Information*	In the event that there are incomplete, unclear and/or incorrect documents or information during the onboarding process, MetaComp may reach out to you to request for your provision of these documents and/or information so that MetaComp may move your onboarding along. Such requests for information/documents may be conducted through the Platform and/or any other reasonable ways of reaching you such as through email, phone calls and/or your Relationship Manager. Your delay in providing or following up with such requests will result in a much longer onboarding process than necessary.
5.	*Ongoing Requests for Information*	(1) You acknowledge and accepts that MetaComp conducts ongoing monitoring through the use of various tools. This is part of MetaComp's regulatory obligations and one of the many controls put in place to mitigate potential AML/CFT risks. (2) As part of this ongoing monitoring process, random sampling of transactions conducted by MetaComp's clients will be reviewed by our Transaction Monitoring Team. In the event that your transactions happen to fall within the samples, you will receive a request for documents and/or information through the Platform, email and/or any other reasonable means of reaching you. If you do receive such a request, you should look at the transaction(s) being sampled and prepare those underlying documents that support the payment transaction that you conducted at the material time. You are required to provide our Transaction Monitoring Team with these underlying documents.
6.	*Periodic Requests for Information*	All User Accounts undergo periodic reviews. During such time, you may receive a request for documents and/or information that, amongst others, seek to confirm details pertaining to you and/or your organization and you are required to provide updated documents if there are any material changes since your onboarding and/or the last periodic review. Similarly, these requests will either be conducted through the Platform, by way of email and/or any other reasonable means of contacting you.
7.	Provide Valid, Legible, Clear and Complete Copies	For all three types of Requests for Information – Onboarding, Ongoing and Periodic, it is likely that you are required to provide scanned copies of documents such as business agreements, invoices, identity documents and/or bank statements. To facilitate this entire process, some pointers are set out below:-

(1) all time-sensitive documents with expiration dates are valid at the time of your submission;

(2) if the documents sought are to be within a specific time frame from the date of your submission, please ensure that the documents are indeed within such time frame and that the documents bear the relevant date for MetaComp to validate the same;

(3) all scanned copies or pictures should be clear, legible and should not be manipulated, tampered or edited; and/or

(4) always provide complete sets of documents and not random pages. For example, if you are disclosing bank statements made up of four pages, please ensure that all four pages are provided to MetaComp.

8. No Suspension save for Limited Circumstances

Your User Account will not be suspended during any Ongoing or Periodic Requests and/or your funds will not be withheld by MetaComp save for the following limited circumstances:-

(1) the suspension is in accordance with any orders by a competent authority in Singapore or elsewhere;

(2) the freezing or withholding of such sums are in accordance with the powers granted to financial institutions pursuant to the various Financial Services and Markets Regulations 2023 which permits all financial institutions to freeze any and all funds and/or assets belonging to certain designated persons; and/or

(3) the continued provision of any Payment Related Services to you and/or further movement of funds within your User Account is likely to result in loss and/or damage to MetaComp and/or the wider financial system as a whole.

Notwithstanding the foregoing and unless such suspension was to be conducted forthwith pursuant to any orders or instructions from the regulatory authorities, MetaComp shall, to the extent permissible by law, notify you of such suspension within 1 Business Day.

USER ACCOUNTS & PLATFORM

9. *User Account*

(1) This means an user account maintained by MetaComp (which is neither a Currency Account nor anything of a depository nature) containing a profile on the Platform secured by your login credentials.

(2) Through this User Account, you have access to the Platform and consequentially the Payment Related Services thereof.

(3) Further, you hereby warrant and represents that any transactions conducted by you through the use of this User Account are transactions conducted in principal (i.e. all transactions are conducted solely for your own benefit, not for the benefit of any undisclosed third party and that all funds used by you legally and beneficially belongs to you and not some disclosed third party).

(4) If you are conducting or intend to conduct any transactions through this User Account for and on behalf of a third party, you shall not proceed any further and notify MetaComp immediately. For the avoidance of doubt, MetaComp shall not be liable to any undisclosed third party and you agree to indemnify.

10. *Secure Your Account*

(1) You are responsible for the security of your login credentials and general access to your Account and you are strongly recommended to minimally take the following steps:-

(a) change your password regularly and ensure that it is not reused for other online accounts;

(b) use strong password with a mixture of letters, numbers and/or symbols;

(c) set up 2FA; and

(d) keep your email account used to register for the User Account secured as well.

(2) MetaComp will notify you in writing of the appropriate security measures. Do note that MetaComp shall not be responsible for any loss and/or damage you may suffer as a result of your failure to properly secure your User Account. Notwithstanding the foregoing, MetaComp will takecommercially viable measures within MetaComp's control to mitigate any actual or potential fund lossMetaComp will bear full responsibility for any losses caused by MetaComp's technical and risk control defects.

11. *Permitted User*

During the Onboarding Process, you would have indicated who the Authorized Signatory for the User Account is if you are a corporate client. As such, the permitted user should only be the Authorized Signatory. However, MetaComp is unable to ascertain or confirm that every log in into your User Account was conducted by the Authorized Signatory, you shall be responsible for putting in the requisite measures to ensure that only the Authorized Signatory has the necessary login credentials and is the only permitted user to access the User Account.

12. *Change of Authorized Signatory & Assumptions*

(1) MetaComp understands that there may be circumstances where there is a need to change the Authorized Signatory or to appoint an alternate Authorized Signatory. In such cases, you are strongly recommended to reach out to MetaComp in advance so that due diligence may be conducted on the proposed Authorized Signatory. In the unlikely event that MetaComp objects to the proposed appointment by reason of the proposed Authorized Signatory's failure to complete the due diligence process, you are required to provide another candidate for Authorized Signatory or there shall be no change of the Authorized Signatory.

(2) Notwithstanding the foregoing, any and all access and/or operations conducted through your User Account including the issuance of any instructions for the Payment Related Services shall be deemed to have been:- (a) conducted by the Authorized Signatory (consequentially you) and upon request, you should be able to provide the necessary confirmation and/or documents confirming the aforesaid; and (b) accessed by you and/or your Authorized Signatory from the jurisdiction where you and your Business' proof of address is located.

(3) For the avoidance of doubt, MetaComp shall not be required to take any additional steps to ascertain the veracity of (a) and (b). The aforesaid assumption shall apply unless otherwise rebutted by any prior notice in writing notifying us of the contrary, whether it is because of a compromised User Account or not.

13. *Compromised Account*

(1) In the unfortunate event where your User Account or your login credentials are stolen, lost, used without your authorisation or otherwise compromised, you shall follow the process set out in Clauses 35 to 43. Any delays in notifying MetaComp of a compromised account may result in further losses. MetaComp is not responsible for any further losses related to the delay in notification.

(2) Notwithstanding the aforesaid, MetaComp shall provide reasonable assistance to you by facilitating any investigations or take any necessary steps toward the resecuring of your Account.

(3) For the avoidance of doubt, in the event that the Compromised Account had caused loss and/or damage to MetaComp, its related entities and/or the financial systems of Singapore a whole, MetaComp may have no choice but to commence necessary proceedings against you for the recovery of the same.

SERVICES, PRE-FUNDING & FINALITY

14. *Currency List*

The prevailing Currency List is published on the Platform and shall be adopted as part of the terms under this Agreement. MetaComp shall not be able to provide any Service for Currencies not stipulated therein. MetaComp shall not be responsible for any loss of currencies should you transfer a currency that is not on the Currency List. The Currency List shall consist of Fiat Currencies and New Currencies.

15. *Currency Conversion*

A Currency Conversion is when one Currency is converted, swapped and/or exchanged for another Currency and may be conducted as a step in the Payment Transaction for the Payment Services.

16. *Payment Services*

(1) MetaComp provides payment and collection services in connection with the transfer of funds into or out of Singapore and may act as an intermediary between you and the relevant payor or payee for the purpose of executing payment transactions. A payment transaction may involve one or more currencies and may include Currency Conversion.

(2) You acknowledge and agree that, in order to provide the Payment Services, MetaComp may utilise accounts, payment infrastructure, liquidity arrangements, or other financial services provided by MetaComp or by financial institutions, banking partners, or other third-party service providers engaged by MetaComp.

(3) Client funds associated with the Payment Services may be held, maintained, or processed through accounts operated by MetaComp and/or through accounts maintained by such financial institutions or third-party service providers engaged by MetaComp.

(4) By submitting a Payment Order to MetaComp, you authorize MetaComp to take or procure the taking of all actions reasonably necessary to execute the relevant payment transaction, including instructing any such financial institutions or third-party service providers to debit, transfer, receive, hold, or otherwise deal with the relevant funds for the purpose of fulfilling your Payment Order.

17. *Currency Conversion Rate*

Any Currency Conversion shall be deemed to be sale and purchase of Currencies of which, Parties shall only proceed with the transaction if the Currency Conversion Rate is mutually agreed. The Currency Conversion Rate provided by MetaComp is a fair rate derived by from a combination of market prices and reputable market exchange rates, such as https://www.coinbase.com/en-sg/converter. The applicable rate for any Currency Conversion may be communicated to you through the Platform in real time, through other electronic and/or or off-line means. A Currency Conversion Fee may be applicable as set out on MetaComp's platform or otherwises made available to you through other electronic means, and this may result in the return of a lesser amount after Currency Conversion.

18. *Pre-Funding as a Condition*

You are required to pre-fund your Currency Account with the appropriate Currency should you wish to utilize any of MetaComp's Payment Related Services. Any deposits into your Currency Account shall be the amount that they intend to

transact. In the event that you attempt to issue a Payment Order without first pre-funding your Currency Account, MetaComp will neither credit the Currency Account with the intended payment sum nor execute such Payment Order as it is deemed to be a defective Payment Order.

DEPOSIT DETAILS & SAFEGUARDING

19. *Currency Accounts*

(1) After you have completed the Onboarding Process, you will be provided with the initial login credentials for your Account. On the Platform itself, you shall have the ability to deposit into different Currency Accounts meant for different Currencies. Each time you make a transfer to a Currency Account in accordance with a specific Transfer Details and assuming that you had conducted the transfer correctly, the Currency Account will reflect the amount you had transferred less any applicable fees.

(2) However, do note that the Currency Accounts are not bank accounts, or stored value facilities, The Currency Accounts are just digital representations of the amount you had transferred to MetaComp for the purposes prefunding for the Payment Related Services.

20. *Transfer Details*

Each Currency Account may have different Transfer Details depending on the currency type so you should take care in entering the correct Transfer Details when making any transfers. Additionally, do note that the Transfer Details are not for accounts that had been opened for you. The Transfer Details are for MetaComp's clients' account used to receive clients' funds. If they are bank accounts, they are bank accounts where MetaComp has full mandate over.

21. *Non-Interest Bearing*

Notwithstanding that the Currency Accounts should not be interest bearing, in the even that they are, any interest accrued shall belong to MetaComp solely.

22. *Not Deposit-Taking*

Additionally, MetaComp's Currency Accounts are not intended for deposit taking and does not have the requisite license to do so. As such, you shall not treat the Currency Accounts like a normal depository bank account without actual intention to use any Payment Related Services. Accordingly, MetaComp shall have a right to demand for your withdrawal of the funds and in the event of your failure to comply, shall have it refunded to your last known bank account. For the avoidance doubt, MetaComp shall not be liable for any and all loss and/or damage suffered by you and/or any third party for any matters arising out of and/or in connection with such withdrawal and/or demands.

23. *Bare Trusts*

(1) The Currency Accounts that MetaComp uses for its Payment Services are Clients' Accounts that are trust accounts by nature and MetaComp shall hold the assets in the trust accounts on bare trusts. This means that in the event of insolvency, liquidators, administrators, and/or any creditors cannot have the funds held within these Currency Accounts be divided amongst the creditors since they do not belong to MetaComp in the first place. The liquidators and/or administrators shall ensure that your assets are kept and distributed only to the relevant owners of such funds during insolvency.

(2) Notwithstanding the aforesaid, MetaComp may advance money to new trust accounts for the activation or opening of the same and from time to time, advance money to the trust accounts from its own money for the maintenance of the trust accounts as permitted under the Regulation No. 16(2) of the Payment Services Regulations 2019.

24. *Commingling Risk*

(1) All incoming client funds in a specific Currency are transferred to the same omnibus Currency Account of such specific Currency as other clients of MetaComp. These omnibus Currency Accounts are held under the name of MetaComp.

(2) However, it is important to understand that by accepting this Agreement, you acknowledge and accept the inherent risks associated with commingling, including potential impacts on the management and accessibility of your funds.

25. *Safeguarding*

(1) Unfortunately, the time needed to complete any Payment Transaction pursuant to a Payment Order will depend on the destination country (for outgoing funds), originating country (for incoming funds) and the payment network available at the material time. That said, MetaComp shall ensure that each Payment Transaction shall be completed in a timely manner.

(2) In the event that MetaComp is unable to transmit the pre-funded sum within twenty-four (24) hours, MetaComp shall have the said sum transferred to be held with a safeguarding institution being a bank in Singapore namely, CIMB Bank Berhad. Do note that this movement will not be reflected on the Currency Accounts on the Platform.

(3) As part of MetaComp's safeguarding obligations, MetaComp shall endeavour to keep you updated on the progress of your Payment Order and notify you in the event of any potential delays especially if it pertains to factors like currency conversion issues, congestion issues, regulatory compliance checks, or interbank processes.

WITHDRAWALS, TRANSFERS, CANCELLATION & ERRORS

26. *Withdrawals*

You may request for the withdrawal of your funds or any part thereof to your personal account (such as a bank account). A withdrawal fee may be applicable as made available to you by your Service Provider and/or MetaComp through agreed electronic means.

27. *No Obligation to Validate Accuracy*

(1) All Payment Orders must contain accurate and current Payment Information such as the account holder's name, the beneficiary account information and the amount of funds to be transferred. MetaComp is under no obligation to ascertain the veracity of the information provided by you.

(2) MetaComp is not responsible if the Payment Order is defective and:- (a) the Payment Transaction cannot commence; (b) it results in a refusal to accept by the beneficiary account provider; or (c) the Payment Transaction resulted in the transfer of funds to a wrong account.

28. Limited Resource for Incorrect Payment Information

(1) In the event that the Payment Transaction cannot commence, MetaComp may not impose additional charges and may either conduct a refund or have you correct the Payment Information for a subsequent attempt.

(2) In the event that the Payment Transaction results in a refusal by the beneficiary institution, there may be administrative and/or other charges imposed by the beneficiary account provider and/or MetaComp and you are likely to receive a lesser amount than what you had initially provided, resulting in a failure to comply with the Pre-funding requirement in Clause 18. As such, you may be required to top up the deficiencies for a subsequent attempt after the correction of the Payment Information or have remaining funds refunded.

(3) In the event that the funds landed in the account of the wrong account holder and MetaComp is not responsible for the wrong transfer, you may not be able to recover the fund or any part thereof since the beneficiary account provider is not obligated to act in the event of wrong transfers. Should this happen, all fees and/or charges imposed by MetaComp shall not be recoverable. Should you be able to recover the funds, it is likely that it will be much lesser than what was originally transmitted

because of the various fees and charges imposed during the transmission and the refund.

(4) Take note that MetaComp is not obligated to and/or be in a position to guarantee or purported to guarantee that any efforts of recovery are going to be successful.

29. *Estimated Timeline*

(1) MetaComp shall endeavor to complete any Payment Transactions within the following timeline:-

(a) No more than seven (7) Business Days from the receipt of the pre-funding if you are a non-Merchant;

(b) No more than three (3) Business Days from the receipt of the pre-funding if you are a Merchant conducting merchant acquisition; and

(c) No more than seven (7) Business Days from the receipt of the pre-funding if you are a Merchant only.

(2) Notwithstanding the aforesaid, in the event that there is any delay in transfers by reason of Clauses 25 and 30, you agree that MetaComp shall not be held liable for any loss and/or damage you may suffer by reason of the delay and the timelines shall accordingly be reasonably extended to a maximum of fourteen (14) Business Days or longer (as the case may be depending on the reasons for the delay).

30. *Delay in Payment Transactions*

parties hereby agree that there may be circumstances that may cause a delay in any Payment Transactions include the extended review period that MetaComp is required to spend for the review of documents and information in the event of you failing to comply with Clause 7.

31. Final & Conclusive

All Payment Orders once submitted through the Platform shall be final and conclusive of your intention to conduct the relevant Payment Transactions. Unless otherwise provided herein or subsequently agreed between Parties in writing, there shall be no cancellation of any Payment Orders. You agree that MetaComp shall have the right to assume that any Payment Order received by MetaComp from your Account is valid and binding on you and MetaComp is not obligated or obliged to ascertain the authenticity and/or validity of the Payment Orders.

32. Cancellation of Payment Order

(1) Unless:- (a) agreed by MetaComp in writing of which MetaComp shall have full liberty and discretion over; (b) there is a Currency Conversion in the Payment Transaction but has yet to be executed by MetaComp, there shall be a strict no-cancellation policy and you remain fully liable for any transactions that have been conducted.

(2) In the event that MetaComp consents to the cancellation, you hereby agree that you shall not seek recovery of any loss and/or damage that you may suffer by reason of the Fees imposed by MetaComp. For the avoidance of doubt, in the case of an incoming transfer into Singapore in a currency which MetaComp has yet to list in the Currency List published on the Platform, MetaComp shall not be responsible for any loss of currency arising out of and/or in connection with the relevant Payment Order.

(3) In the event that MetaComp is acting for you as a payee for the receipt of Currencies from out of Singapore into Singapore, then you agree that the amount to be returned or had been returned to you had been taken into account before the refund amount is transmitted by MetaComp.

33. Erroneous Transactions

(1) If you discover any omissions and/or errors in any Payment Transaction, you should immediately email MetaComp at client_services@mce.sg to notify MetaComp of the error.

(2) In your email (or any other written form), please provide no less than the following information:-

(a) the affected User Account;

(b) your full name and supporting ID document;

(c) the payee or payor's information, including their name and account number;

(d) the date, time, amount and reason for the erroneous transaction; and

(e) other information that you may think is pertinent to the incident.

34. Role in Erroneous Transactions

MetaComp's role here is as a facilitator only and is not obligated to continue beyond the initial introduction of you and the recipient of the erroneous transactions. You hereby agree that you shall forebear from commencing any proceedings, actions and/or claims against MetaComp for the recovery of the funds in the event that you and the recipient cannot resolve the impasse amicably.

CLAIMS FOR UNAUTHORISED TRANSACTIONS

35. *Unauthorized Transactions*

(1) Unauthorised Transactions are any Payment Transactions initiated by your Account but you did not issue and did not have any actual knowledge of the Payment Orders being made save for the following situations:-

(a) if you give another person access to your Account by giving them your login credentials and their use is with your express consent; and

(b) if you had kept record of your login credentials in a recognisable way to a third party, intentionally or otherwise, giving the third party an opportunity to access your Account.

(2) For the aforesaid situations, you shall remain wholly responsible for Payment Orders (consequentially, the Payment Transactions conducted) and MetaComp shall not intervene and you agree to forebear from commencing any actions, claims, proceedings, complaints against MetaComp by reason of the exclusions stipulated above.

36. *Duty to Report*

(1) You shall be required to notify MetaComp in the event that you discover any Unauthorized Transactions as soon as practicable but no more than one (1) Business Day from your first discovery of any Unauthorized Transactions.

(2) Please lodge the incident through the Reporting Channel first by using your email address registered with MetaComp then contact any other relevant employees of MetaComp such as your Relationship Manager to apprise them of the situation.

(3) You shall receive an email confirming our receipt of your incident report within twenty-four hours. In the event that you have not received it by then, kindly reach out to your Relationship Manager and/or client_services@mce.sg.

37. *Reporting Channel*

Please first send the email to rcg-support@alphaladder.com and copy legalteam@alphaladder.com.

38. *Details of Email Notification*

The email that you send should at least containing the following information / document:-

(1) the affected User Account;

(2) your identification information;

(3) the type of authentication device, login details (including your login credentials) and device used to issue the Payment Order;

(4) whether your Account, authentication device, or login credentials was lost, stolen or misused. If so, the date and time of the loss or misuse, the date and time that the loss or misuse was reported to us, and the date and time that the loss or misuse was reported to the police force;

(5) a copy of the police report filed;

(6) whether you have provided your login credentials to anyone recently;

(7) whether you have recorded your login credentials in places where third party may have the opportunity to record the same; and

(8) any other information you think may be relevant.

In the event that (6) and (7) are answered in the affirmative, MetaComp shall have the right to disregard those sections as they shall not be deemed to be Unauthorized Transactions by reason of Clause 35.

39. *Mandatory Police Report*

(1) When you file an incident report, you are also required to enclose a copy of the police report. This is because an allegation of Unauthorized Transaction suggests actual or potential fraud or cybersecurity hacking incident which are very serious offences in Singapore.

(2) In the event that you are overseas, you may need to attend the police station to lodge the necessary report. Should you wish for the Singapore Police Force to assist, a request must be made by the police force in the jurisdiction that you are located. Alternatively, you may also file a police report in Singapore if you happen to be around the region.

(3) If you do not have a police report, at the time of sending the email notification you should file the necessary police report within seventy-two (72) hours and let us have a copy of the same so that MetaComp may then commence reviewing your reported incident.

(4) In the event that you wish to obtain copies of records for the Unauthorized Transactions initiated from your account, including transaction dates, transaction timestamps and parties to the transactions, you may do so through the Reporting Channel, Similarly, you shall have twenty-four (24) hours to file the necessary police report and let us have a copy of the same so that MetaComp may then commence reviewing your reported incident.

40. *Review of Incident Reported*

MetaComp undertake to review the incident reported by you in a timely and holistic manner. There may, however, be situations where MetaComp will need more information and/or documents for a proper evaluation of the merits of the incident. If so, you shall receive follow up emails from us requesting for such additional information and/or documentation relating to the incident. Please note that this may result in an extended review period.

41. *Timeline for Review*

Unless otherwise notified by MetaComp, you should hear from MetaComp in no more ten (10) Business Days. In the event that additional information and/or documents are sought or MetaComp is of the view that more time is required for a more thorough review of the matter, you agree that the timeline above may be extended to no more than thirty (30) Business Days by way of a written notice from MetaComp.

42. *Compensation*

(1) In the event that MetaComp, after reviewing the incident reported, and is satisfied that you had provided the best available information and has concluded that there is it is more probable than not the incident was caused by third party of any lacking on the part of the cybersecurity controls, you may be entitled to a compensatory amount for the amount wrongfully transacted.

(2) Your acceptance of the aforesaid compensation sum shall be deemed to be an unequivocal forbearance from commencing any claims, actions, proceedings and/or complaints against MetaComp so long as it pertains to the Unauthorized Transactions in whole or in part ("**the Forbearance Provision**").

43. *Re-Assessment*

(1) In the event that MetaComp notifies you that your claim for compensation is not approved for whatever reasons, you shall have fourteen (14) Business Days to resubmit your report with any additional information and/or document for further assessment.

(2) Should MetaComp not hear from you after notifying you of the aforesaid, MetaComp shall take it that you are no longer interested in pursuing compensation for the Incident reported and have waived any and all rights in that regard. Similarly, the Forbearance Provision shall apply mutatis mutandis.

SET OFF

44. *Right to Adjust*

Parties hereby agree that any Fees set out in Schedule G: Fees may be amended by Parties' consent and execution of the relevant addendum.

45. *Right to Set-Off*

In the event that there are outstanding payments owed between MetaComp and you, either Party shall be entitled to exercise a right of set off, whether legal or equitable, so that the amount that has to be paid to or by that Party shall only comprise only of the difference between the mutual outstanding payments.

PLATFORM, SYSTEMS & REMEDIES

46. *Use of Platform*

You shall only use the Platform and the Payment Related Services for legitimate and lawful purposes only.

47. *No Misuse of Platform*

You shall not misuse the Platform in any way or manner and some examples of such misuse of the Platforms are set out in "**Annex A: Misuse of the Platform**".

48. *No Misuse of Systems*

You shall not misuse the Platform in any way or manner and some examples of such misuse of the Platforms are set out in "**Annex B: Misuse of MetaComp's Systems**".

49. *Remedies*

In the event that MetaComp is of the view that:-

(1) the security of your Account is compromised;

(2) there may be unauthorized or fraudulent use of your Account or our Payment Related Services;

(3) a breach of any terms set out in this Agreement, the Additional References and/or any Addendum(s); and/or

(4) you had conducted yourself in such ways that constitute misuses of the Platform or systems;

MetaComp shall be entitled to carry out the following self-remedies:-

(5) terminate this Agreement (including any Addendum(s)) immediately with further notice to you whatsoever;

(6) suspending your Account for the time being;

(7) impose limitations and/or restrictions to your Account;

(8) report to any competent authority in Singapore in the event that your conduct infringes any regulations and/or may be of criminal nature; and/or

(9) withholding the balance in your Currency Accounts pending any investigation and/or proceedings to conclude.

Notwithstanding, any wrongful termination, suspend, imposition and withholding will result in liability posed on MetaComp, which to bear your losses aroused.

For the avoidance of doubt:-

(a) in the event of a suspension, limitation or restriction of your Account, MetaComp shall endeavour to notify you in writing before such suspension or restriction occurs unless prior notification is unlawful, illegal, threatens or comprises the financial soundness of MetaComp and/or the financial industry at large; and

(b) exercising any of the aforementioned self-remedy shall not prejudice or preclude MetaComp from commencing any necessary legal proceedings for the recovery of any loss and/or damage that MetaComp may have suffered by reason of your breach, conduct and/or use of the Platform and/or Payment Related Services.

ACCOUNT CLOSURE & TERMINATION

50. *Request for Closure of Account*

(1) You are entitled to stop using the Platform and close your User Account at any point in time. To do so, please notify MetaComp by email to client_services@mce.sg with the subject title "*Account Closure*" and provide us with your full name, identification number and the Participant ID issued to you.

(2) In the event that you do not recall the Participant ID, so long as the name and identification number is accurate, MetaComp should be able to locate your Participant ID.

(3) An Account Closure may should take no more than two (2) to three (3) Business Days and you will receive a subsequent email confirming the completion of Account Closure. For the avoidance of doubt, the terms under this Agreement, any Additional References, any applicable policies and disclosures made and/or Addendum(s) shall remain valid and binding until such day on such day the Account Closure is confirmed by MetaComp.

51. *Withdrawal before Closure*

In the event that there are outstanding payments owed between MetaComp and you, MetaComp shall be entitled to exercise a right of set off, whether legal or equitable, so that the amount that has to be paid to or by MetaComp shall only comprise of the differences between the two outstanding payments.

52. *No Closure when User Account on Status*

In the event that your User Account is on a specific status (e.g. the funds are being held on hold by reason of any orders or a restriction has been imposed on the User Account or reason set out above), your request for Account Closure shall not be processed and the funds in your User Account shall be held for as long as it is necessary for the discharge of any specific status.

ANNEX A: MISUSE OF THE PLATFORM

Some examples of misuse of the Platform include but are not limited to:-

(1) intentionally infringe any law, statute, ordinance, or regulations so as to implicate MetaComp;

(2) infringe MetaComp's Intellectual Property;

(3) the use of the Payment Related Services for the conduct of transferring illegal proceeds;.

(4) conduct that is defamatory, libellous, threatening or harassing in nature whether towards MetaComp and/or any third party while using the Platform and/or the Payment Related Services;

(5) the use of any information obtained from the Platform to be passed onto any third party with the intent and purpose of misleading and/or misrepresenting them; and/or

(6) refusing to cooperate in any investigation (by any competent authority) or provide confirmation of your identity or any information requested by MetaComp.

ANNEX B: MISUSE OF METACOMP SYSTEMS

Examples of what MetaComp considers to be a misuse of MetaComp's systems:-

(1) introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful;

(2) taking any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Payment Related Services) operated by us or on our behalf, or attacking the Website, Platform or API with any type of denial-of-service attack;

(3) using an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy the Website without MetaComp's prior written permission; or use any device, software or routine to bypass MetaComp's robot exclusion headers; or

(4) interfering, disrupting or attempting to interfere or to gain unauthorised access to the Website, Platform, API, systems (including any networks and servers used to provide any of the Payment Related Services) operated by us or on our behalf, any of the Payment Related Services or other users' use of any of the Payment Related Services.

SCHEDULE D
SPECIFIC TERMS & CONDITIONS (CURRENCY SALE & PURCHASE SERVICE)

Set out in the table below are the specific terms and conditions governing the relationship between Parties with regards to the Currency Sale & Purchase Service that MetaComp is offering to provide you as a Major Payment Institution and you have agreed to accept:-

GENERAL		
1.	*Service Provided*	Currency Sale & Purchase Service ("**S&P Service**")
2.	*No Agency or Fiduciary*	You hereby agree that during the provision of the S&P Service, MetaComp is neither your agent nor your fiduciary in any capacity. As such, MetaComp does not have to act in your interest. During the entire S&P process, Parties are looking to entering into a bilateral agreement at arms' length.
3.	*No Undisclosed Principal*	You confirm and warrant that you shall act in your own personal capacity and you are not representing an disclosed third party. In the event that you are, you shall disclose said third party to MetaComp and MetaComp shall be entitled to refuse, suspend or continue the provision of the S&P Service to you without having the need to provide you with any reasons whatsoever.
4.	*Waiver of Conflict*	MetaComp as a licensed Major Payment Institution in Singapore, may, in the course of facilitating this S&P transaction, encounter potential conflicts of interest due to its multiple roles as a trading platform operator, custodian, or market maker. Even though MetaComp shall endeavor to ensure that such conflicts are minimized, you further agree and acknowledge that conflicts are inherent in the industry and by executing this Agreement, you agree to waive any claims related to such conflicts. You further agree that MetaComp shall not be under any obligation to account to you for any profit, commission or remuneration made or received from or by reason of transactions or circumstances in which MetaComp or any of its affiliates have a material interest or where in particular circumstances a conflict of interest may exist.
5.	*Time for Completion*	You agree that it may take time for S&P transactions to complete as such MetaComp does not guarantee the time on which the S&P transactions may be completed as there are many factors that may impact the transfers such as network congestion. That said, unless there are extenuous circumstances of which MetaComp shall notify you forthwith, MetaComp shall complete any S&P transactions within one (1) Business Day.
6.	*Service Availability*	Unless otherwise notified by MetaComp, the S&P Service shall be available during MetaComp's normal operating hours as published on the Website.
7.	*Free from Encumbrances*	You hereby warrant unequivocally that any Currency provided by you for the purposes of the S&P Service shall be free from any and all and clear of all liens, claims, encumbrances, and other third-party interests of any kind, whether recorded or unrecorded and you agree to indemnify MetaComp and hold MetaComp harmless from any loss, damage, cost or expenses arising out of any encumbrances, claims or liens existing as of the date of MetaComp's receipt.
8.	*Spread*	You understand and agree that MetaComp may either charge spread for each S&P transaction. The applicable spread is set out in Schedule G: *Fees*.
PROCESS FOR SALE AND PURCHASE OF NEW CURRENCIES		
9.	*Request for Quote*	To receive S&P Service, you shall be required to request for quotes from MetaComp for the sale or purchase of the Currency of choice. Such a request may be made through the Platform or by other agreed electronic means such as email or tele-messaging platforms. Your request shall contain at least the following information:- (1) the Currency you intend to buy or sell; (2) the Currency you intend to receive from such sale or purchase; and (3) the quantity you intend to buy or sell. For the avoidance of doubt, MetaComp shall have the liberty to refuse the

provision of any quotes despite your request without having a need to provide you with any reasons whatsoever.

10. *Issuance of Quote*

After receiving your request, MetaComp shall provide you with the relevant quote, usually in the form of an exchange rate. After which, MetaComp shall allow you a reasonable amount of time to consider whether you wish to accept, reject or counteroffer the quote provided.

11. *Acceptance of Quote*

To accept the quote, you may:- (1) do so electronically through the Platform by clicking on the relevant hyperlink; and (2) do so by way of email or through agreed tele-messaging platforms in no unclear terms that you accept the quote. For the avoidance of doubt, a legally binding and non-cancellable agreement is formed between you and MetaComp and you shall be obligated to fulfil your obligation under the binding agreement by selling or buying the relevant Currency from MetaComp.

12. *Counter-offer of Quote*

(1) In the event that you wish to counter-offer, you can only do so if you had requested for a quote by way of email or agreed tele-messaging platforms. A counteroffer occurs when you:- (a) change the Currency; (b) the quantity; or (c) proposes a different exchange rate from what MetaComp had offered. You acknowledge and agree that a counteroffer shall void the original quote by MetaComp and the original quote shall no longer be capable of acceptance.

(2) In the event that MetaComp accepts the counterproposal, a legally binding and non-cancellable agreement is formed between you and MetaComp and you shall be obligated to fulfil your obligation under the binding agreement by selling or buying the relevant Currency from MetaComp based on the newly accepted quote.

13. *Rejection of Quote*

(1) A non-acceptance of quote on the Platform shall be a rejection of the quote.

(2) For a quote was provided by way of email or telemessaging, you shall be deemed to have rejected the quote when MetaComp notifies you, through the same channel of communication, that the quote is no longer valid regardless of whether you receive the message or otherwise or when you notify MetaComp that you do not accept the quote or a series of words that, in MetaComp's view, amounting to a rejection or a non-acceptance of the quote provided by MetaComp.

SCHEDULE E
FIAT ACCOUNT SERVICE

This Supplemental Agreement (this "**Addendum**") sets out the terms and conditions governing the Parties when MetaComp offers to provide you with the value-added fiat account services during the term of the Agreement between you and MetaComp where you have entered into a business relationship with MetaComp for the procurement of the Services. For the avoidance of doubt:- (a) any defined terms set out below shall bear the same meaning as that defined in the Agreement; and (b) the terms under this Addendum shall only be open for acceptance by End Users who are onboarded with MetaComp by entering into the Agreement.

FIAT ACCOUNT SERVICE

1. **Adoption of Terms in the Agreement**

The Parties hereby agree that the terms set out in the Agreement shall be adopted, *mutatis mutandis*, as provisions under this Addendum as though those provisions were set out in this Addendum from the outset.

2. **Fiat Account Service**

Subject to your acceptance of the Agreement, you may enter into this Addendum for the purposes of subscribing to certain payment solutions relating to Fiat Currency accounts offered by MetaComp's banking and non-banking partners ("**Fiat Account Service**"). For the avoidance of doubt, nothing herein shall be construed or deemed to be the issuance of payment accounts by MetaComp.

3. **Application & Operation of Fiat Accounts**

(1) By entering into this Addendum, you authorize MetaComp to take or procure the taking of all actions reasonably necessary to execute the relevant payment transaction, including instructing any such financial institutions or third-party service providers to debit, transfer, receive, hold, or otherwise deal with the relevant funds for the purpose of fulfilling your Payment Order, including:-

(a) for the application for the Fiat Account Service to be provided to you;

(b) for the disclosure of any and all information and/or documents pertaining you which may include but are not limited to onboarding records which may include personal data present therein; and

(c) in the event of a successful application, for you to issue necessary Payment Orders and conduct necessary Payment Transactions the Fiat Currency payment accounts offered under this Addendum ("**Fiat Accounts**").

For the avoidance of doubt, MetaComp shall not be required to take any further steps to seek further confirmation of your agreement and/or authorization of any further steps necessary to utilise Fiat Account Services are provided to you. Notwithstanding, MetaComp shall be entitled to conduct during ongoing monitoring requests for information or supporting documents seeking, inter alia, disclosure of such consent and/or authorization given by you. Your failure to provide said documents may result in the termination of this Addendum, and/or any other agreements that you may have entered into with MetaComp.

(2) In the event that your application and operation of the Fiat Accounts results in any claims, actions and/or proceedings against MetaComp, you unequivocally agree to defend and indemnify MetaComp, on a full indemnity basis, in such claims, actions and/or proceedings, and to hold MetaComp harmless against any loss, damages, liabilities, penalties, fees and/or charges arising therefrom.

4. **No Illegal or Unlawful Use**

You agree that this Fiat Account Service shall not be used by you for any illegal, unlawful and/or wrongful purposes. In the event that MetaComp suffers any loss and/or damage by reason of such use, you agree to indemnify MetaComp (on a full indemnity basis).

5.	**Subject to Third Party Approval**	For the avoidance of doubt, you acknowledge and are aware that this value-added service is subject to third party approval. In the event that any such approval is not granted by the third party, MetaComp shall not be obligated to provide you with this Fiat Account Service and any advance payments that you may have paid to MetaComp shall not be refundable. You acknowledge and accept that all or part of the Fiat Account Service may be supported by MetaComp's banking and/or non-banking partners (each, a "**Third Party Provider**"). To the extent you access or use any services made available to you by a Third Party Provider (the "**Third Party Services**"), such Third Party Services shall be subject to the Third Party Provider's applicable terms and conditions. By executing this Addendum, you accept that the third party's terms and conditions shall apply to such extent that the value-added service is provided by such third-party service provider, a copy of which has been made available to you (including via link or otherwise in writing) prior to your use. In the event of any inconsistency between the Third Party Terms and this Addendum/Agreement, this Addendum/Agreement shall prevail as between you and MetaComp, and the Third Party Terms shall prevail only to the extent required for you to access or use the Third Party Services. For the avoidance of doubt, MetaComp remains solely responsible for all payment services provided to you, notwithstanding that such services may be supported by its Third Party Providers.
6.	**Third Party Fees**	Where any Service under this Addendum involves a Third Party Provider and is subject to fees or charges imposed by it (including intermediaries) (collectively, "**Third Party Fees**"), MetaComp will, to the extent notified to or reasonably available to MetaComp (as determined and/or amended by the Third Party Provider from time to time), make available (including via link, the Platform, fee schedule, quotation, or otherwise in writing) details of the applicable Third Party Fees prior to your use of the relevant Service. You acknowledge such Third Party Fees may change and may only be confirmed at or after processing, and you authorise MetaComp and/or the relevant Third Party Provider to deduct Third Party Fees from the relevant amount(s) and process any Payment Order on a net basis unless agreed otherwise in writing. If any Third Party Fees remain unpaid, or MetaComp reasonably determines it may be unable to recover them from you, MetaComp may suspend or restrict the Services and/or decline to process any Payment Order until all outstanding amounts are paid in full.
7.	**Suspension**	In the event that you fail to make any necessary payments or comply with the provisions laid down herein, MetaComp shall be at liberty to suspend the service provided herein without further notice to you. You agree that MetaComp shall be entitled to withhold any withdrawal requests from the Fiat Account until all outstanding payments have been fully settled by you.
8.	**Amendment, Re-processing, Cancellation, Tracing or Request for Information**	In the event that you wish to amend, re-process, cancel, track or seek further information pertaining to a Payment Order or Payment Transaction, you may do so by emailing MetaComp at client_services@mce.sg. Such requests, if accepted by MetaComp, shall carry an administration fee which shall be made available to you through the Platform (or other electronic means) from time to time. You understand that you may not receive a conclusive result and/or the outcome may not be what you may expect. Accordingly, you agree that such request, once accepted by MetaComp, shall be non-cancellable and any fees paid shall be non-refundable.