Annex 4

General Terms and Conditions

1. Scope

These General Terms and Conditions govern the contractual relationship (subject to further / deviating arrangements in the contract for the "KYC Expert" service) between KYC Spider AG (KYC) and the client, in particular the access to and use of KYC Records, the use of the KYC Spider platform as well as the KYC Services (altogether hereafter «services»). Third parties, in particular end customers of KYC-Customers, cannot derive any rights from this contract against KYC. The currently valid price lists form an integral part of these General Terms and Conditions. KYC may employ distribution partners. Their employment is restricted to marketing, customer administration and customer service. KYC Records are provided exclusively by KYC. Depending on the distribution partner, the selection of the KYC Records described below may be restricted.

2. KYC Records

KYC Records consist of structured and processed references, details on data sources or source texts from defined data sources. Their content refers to the following areas: (a) Politically exposed persons as well as persons affiliated with them (PEP); (b) persons, groups of persons and organisations on sanctions lists and/or lists of terrorists; (c) persons, groups of persons and organisations, who are mentioned in connection with information relevant to crime and/or reputation; (d) connections to a high-risk country and (e) economic background information. The data sources may consist of websites as well as media databases, which are defined, tapped, and made available in a structured format by KYC. Access to the system may be interrupted for maintenance work or because of large volumes of customers accessing the lists. The client is not entitled to interruption-free or disruption-free use of the services.

2.1. KYC Services

KYC provides the following Services:

- KYC Toolbox

Every tool and all services provided in this context are described in the corresponding factsheets (linked above).

2.2. Matchprofile

The services are based on a match profile set by the client. It is the client's duty to continuously check whether the profile meets his requirements. Any changes must be notified to KYC immediately. The client is solely responsible for the profile settings. KYC assumes no liability in this regard.

2.3. WEB-SERVICE (API)

KYC provides an API with which checks can be performed automatically through an application of the client. The necessary personal data will be sent to KYC's web service. These checks will be performed according to the defined match profile and deliver either the result "indications of possible risks found" or "no indications found". The technical specifications regarding the implementation of this web service are provided by KYC. Any changes will be announced in due time.

3. Customer Service / Hotline

KYC offers its clients support via e-mail or a hotline during usual business hours.

4. Involvement of Third Parties

KYC may engage with third parties ("subcontractors") to perform their services in Switzerland or abroad. Special provisions from the data processing agreement (item 11 below) remain reserved.

We currently collaborate with the following third parties (see our privacy policy for more information):

- Video Identification: Intrum AG, Eschenstrasse 12, 8603 Schwerzenbach, («Intrum»); see also item 9
- Blockchain Crypto Property (BCP) Check; BitRank, Suite 114-990 Beach Avenue, Vancouver, Britsh Columbia, V6Z 2N9
- Informatic/data processor: Eurospider Information Technology AG, Schaffhauserstrasse 18, 8006 Zürich
- Website Hoster/CRM/Inbound Marketing; Hubspot (Headquarters) 25 First Street, 2nd Floor, Cambridge, MA 02141, United States
- Advertising Analyse: Google AdWords, Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland
- Newsletter-Distribution; Mailgun Technologies, Inc., 548 Market St. #43099, San Francisco, CA 94104

5. Conclusion of Contract / Prices / Coins

5.1. In General

For the provision of KYC's services, the client remunerates KYC as agreed in the contract as well as according to the current price list. The prices are net totals (excluding VAT). Upon request, KYC submits an individual price quotation to clients with a high order volume. KYC may adjust the prices published on the price list at any time. Clients will be notified either in writing or by means of another suitable method of any price changes within a reasonable period, prior to the adjustments coming into force.

5.2. Conclusion of contract or submission of an offer before December 31, 2018:

The invoices for the basic subscription fee will be issued each calendar year. The inquiries above the contingent will be invoiced in the following year. Payment will be due within 30 days of invoicing. In the case of default of payment, access to the agreed / the provided services of KYC may be blocked. All outstanding payments until expiration of contract term shall remain due. In case of default of payment, after granting a grace period, KYC reserves the right to terminate the contract with immediate effect and without any claim for reimbursement to the client.

5.3. Conclusion of contract or submission of an as of January 1, 2019:

The client concludes a subscription with KYC (KYC Toolbox and/or KYC Expert) and receives a certain number of coins for the use of the services in accordance with the valid price list published on the website. The credited coins represent a virtual balance of the client. As soon as the KYC Services are purchased, the coins will be debited to the client's coin account according to the valid pricelist. The coins are not transferable, and the client is not entitled to a refund or exchange at any time. The term of a KYC subscription is 365 days.

To use the KYC Toolbox, a subscription can be concluded directly via a link on the KYC website. It is possible to calculate the possibly needed coins on the website. This calculation is based on average values and is not binding. The clients will select a subscription, which can be changed afterwards, as well as will fill out the registration form to conclude a contract. The contract for the conclusion of the relevant subscription is legally binding when the registration form and the other information collected during the ordering process is sent to KYC - by clicking on the "Confirm" button. Following the conclusion of this contract, the Client shall receive a confirmation e-mail containing the essential

information on the conclusion of the contract. The fee for the selected subscription will be charged (see below). Via the client's account, the client has the possibility to buy additional coins or change to a more extensive (upgrade) or a less extensive (downgrade) subscription at any time. The contract change is valid at the time of the corresponding data transfer to KYC. In this case, the client will receive an e-mail confirming the changes. The new (minimum)contract period shall apply per date of the upgrade / downgrade (see Section 15). The coins unused at the time of an upgrade or extension will be credited to the new or extended subscription. In the event of a change to a less extensive subscription (downgrade), such unused coins will not be credited and will be deleted without substitution and without KYC being obliged to refund them.

An offer for KYC Expert Services can be requested on the website. After successful registration, the potential client will be redirected to our chatbot. The answers to the questions asked by the chatbot are necessary for the creation of a detailed offer. Once the chatbot session is complete, the client receives an e-mail containing the data submitted. KYC will then contact the client and submit a specific offer. The contract is concluded when the contract is legally signed by both parties. The fee for the corresponding subscription will be invoiced. The client has the possibility to buy additional coins or change to a more extensive (upgrade) or a less extensive (downgrade) subscription at any time. The contract change is valid at the time of the corresponding data transfer to KYC. In this case, the client will receive an e-mail confirming the changes. The new (minimum)contract period shall apply per date of the upgrade / downgrade date (see Section 15). Coins unused at the time of an upgrade or extension will be credited to the new or extended subscription. In the event of a change to a less extensive subscription (downgrade), such unused coins will not be credited and will be deleted without substitution and without KYC being obliged to refund them.

Payment will be due within 14 days of invoicing. In the case of default of payment, access to the agreed / the provided services of KYC may be blocked. All outstanding payments until expiration of contract term shall remain due. In case of default of payment, after granting a grace period, KYC reserves the right to terminate the contract with immediate effect and without any claim for reimbursement to the client.

6. Usage

The platform is web-based. It may be accessed from anywhere and from any device. The KYC platform is located on KYC servers in a data centre in Switzerland.

The usage and application of the services as well as the software provided in this context are only permitted to the client himself, his employees and third parties that are majority-owned by the client. The corresponding use is only permitted to the extent necessary to make use of the services. The Client is not entitled to pass on and/or to sublicense in any form the afore mentioned rights of use (neither to third parties nor to companies associated with the client).

Any other use thereof, such as the disclosure of information and/or know-how to the public or to other persons, the use of this information by them and the preparation of printed or electronic media for the purpose of distribution, without having obtained the prior written consent of KYC, shall be deemed as misuse.

In the case of misuse, KYC is entitled to terminate the contractual relationship with immediate effect without any claim for reimbursement to the client. The assertion of damages remains reserved.

7. Client's obligations to cooperate (implementation of web-service)

The client implements the API and thus the automatic connection between the client's application and the KYC platform itself. The platform is located on the servers of KYC (Switzerland). The client is responsible for implementing the connection to his own IT environment at his own expense and according to the specifications / web service description of KYC ("customer integration phase"). KYC provides the API documentation. Once the contract has been concluded and the subscription fee has been paid, KYC will activate the connection and it can be used.

In accordance with KYC's specifications, the client shall make available at its own expense all interfaces required for the operation of the agreed services as well as necessary technical prerequisites to the extent and with the quality required.

If required, KYC supports the client in the implementation, technical and professional problem analysis as well as troubleshooting.

If, due to legal or regulatory changes, adjustments or new acquisitions have to be done with regard to the interfaces or the technical requirements on the part of the client, the client is obliged to make these at his own expense in a timely and effective manner.

8. Storage of data/documents

KYC stores the reports/results generated by the client for four weeks. Thereafter, the client is responsible for the storage of the data collected by KYC. The Client shall take all necessary technical and organizational precautions to protect the data collected by KYC and provided to the Client. Upon request, KYC will provide a long-term storage service against compensation. All data, documents and results can be saved and stored in the KYC file on the platform. The client must explicitly inform KYC thereof.

9. Video Identification

KYC cooperates with Intrum AG, Eschenstrasse 12, 8603 Schwerzenbach, ("Intrum") with regards to the video Identification services. If the client makes use of such services, the relevant (present and future) general terms and conditions of Intrum shall be binding on the client with regard to identification.

10. Intellectual Property Rights

All copyrights, design, trademark and patent rights, as well as any other intellectual property rights and other rights in and to the services, documents and materials etc. provided by KYC under this agreement remain and are the unrestricted property of KYC (or any third party commissioned by KYC).

11. Data Protection / Security

The parties conclude a separate agreement regarding the data processing by KYC on behalf of the Client. In the event of inconsistencies, the data processing agreement shall prevail.

11.1. Client Data

KYC collects, stores and processes only client data that is required to provide the agreed services and to prepare invoices. Reference is made to the privacy policy [link].

11.2. Personal Data

The client undertakes to observe and comply with the provisions of the Swiss Federal Act on Data Protection and any other applicable data protection legislation.

Any processing of personal details by the client, which does not comply with the provisions of these General Terms and Conditions or with the Swiss Federal Act on Data Protection, shall be deemed to be misuse.

KYC collects or processes data on behalf of the client. The Client is and remains solely responsible for the lawfulness of the data processing and for compliance with any transparency obligations towards the data subject (e.g. the processing of personal data or its forwarding to KYC in connection with the entry of data on the platform for persons/organisations to be checked, the corresponding checks or queries).

If a breach of duty has been ascertained, the client must restore the lawful state within 30 days of receipt of a written request by KYC and confirm this in writing for future compliance with the data protection regulations. If this is not done within the 30-day grace period, access to the services may be blocked. All outstanding payments until expiration of contract shall remain due. In addition, KYC

may terminate the contract with immediate effect without any claim for reimbursement to the client. Any claims for damages or indemnification remain reserved in case of claims by data subjects.

11.3. Security

Checks are made either via a web-based platform or via a web service operated by KYC. The data is exchanged via an SSL security protocol with at least 128-bit encryption according to banking standards. In case of in-house installations, the client is responsible for data security. In this case KYC assumes no liability.

11.4. Confidentiality

The parties keep all facts and information confidential which are neither obvious nor generally accessible. In case of doubt, facts and information shall be treated confidentially. The parties undertake to take all economical reasonable as well as technical and organisational possible precautions to ensure that confidential facts and information are effectively protected against access and knowledge by unauthorised persons.

The obligation to maintain confidentially already exists before conclusion of the contract and continues after termination of the contractual relationship. KYC's disclosure of confidential information within its own group or to third parties engaged by KYC does not constitute a breach of confidentiality.

The parties impose the obligation of secrecy on their employees, subcontractors and other third parties involved.

12. Client's Liability and Indemnification

The client shall be liable in accordance with the statutory provisions.

The client is responsible for the lawful use of passwords. KYC shall not be liable for the unauthorized use of passwords. In particular, the client is liable for any damage caused by misuse of the services provided by KYC.

If applicable, the client is responsible to FINMA for the outsourcing of the services agreed with KYC herein. This means that according to <u>FINMA Circular 2016/7 Video and Online Identification</u> and <u>FINMA Circular 2018/3 Outsourcing,</u> the client is responsible to FINMA for the outsourced service as if the client were operating the corresponding service itself.

The client shall fully indemnify and hold KYC harmless from and against any and all third party claims (actions, claims, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees) arising of or in connection with the client's breach of these Terms and Conditions and / or applicable law, including but without limitation any claims by data subjects arising of any breach by the client of its duty of data processing in accordance with section 11.2 and any other contractual and statutory obligations under data protection law.

13. KYC's Liability

Notwithstanding to the subsequent, KYC's liability for damages caused by intention or by gross negligence and for physical injury is unlimited. Furthermore, KYC is not liable for any direct or indirect (and consequential) damages (in particular lost profits, loss of data and business interruption). The KYC Records contain data from third-party providers as well as from public sources. KYC shall not be liable for damages resulting from / in connection with the correctness / completeness of the information received for the KYC Records from third-party providers or obtained from public data sources. KYC is not liable for identifications based on false or incorrect information provided by end customers. Liability is also excluded for system interruptions, changes to data sources or links to third-party websites. KYC is not liable for any damages that may result from the client's failure to comply with any regulatory requirements (e.g. FINMA circulars mentioned in this agreement, anti-money laundering regulations, etc.).

The customer is exclusively and solely responsible for the acceptance or rejection of a person checked/identified. KYC Spider assumes no liability in this regard.

14. Warranty

KYC undertakes to fulfil the contract carefully, faithfully, and competently. KYC makes no warranties about the suitability of KYC Records or any other services provided by KYC under this agreement for any particular purpose. Any legal and/or material warranty (contractual or statutory) on the part of KYC is waived, unless expressly provided otherwise in this agreement. KYC does not warrant the accuracy and completeness of the information received or obtained from public data sources for KYC Records from third party providers.

In particular, the client acknowledges that he (and/or his end customers) is solely responsible for the suitability of the (mobile) end devices and computers as well as for the internet connection on his side or on the side of the end customer.

If a Web Service (API) will be implemented, the successful implementation of the Web Service (API) and IT environment on the clients' side according to KYC's specifications is of utmost importance for KYC's successful provision of the agreed services. The client is aware that this prior successful implementation into the client's own IT environment is an indispensable requirement for the contractual provision of the services by KYC.

15. Term of Contract

Conclusion of contract or submission of an offer until **December 31, 2018**: If the contract was concluded before 31 December 2018, the contract is valid until 31 December (first year pro rata temporis) and will be renewed automatically by 12 months unless the contract is terminated in writing by one of the parties no later than three months prior to the expiration of contract.

Conclusion of contract or submission of an offer as of **January 1, 2019**: If the contract was concluded as of 1 January 2019, it will be valid by signing of both parties and will last one year. Thereafter, the contract will be renewed automatically by 12 months unless the contract is terminated in writing by one of the parties no later than three months prior to the expiration of contract.

In the event of termination of the contract, the obligation to comply with the data protection provisions (section 10), the obligation to pay the amounts owed for services received, the annual flat rate (section 4) and the obligation to maintain confidentially (section 10.4) remain in force.

16. Audit and Supervision

If applicable, and in accordance with FINMA Circular 2018/3 Outsourcing, and in strict compliance with the principle of proportionality, the client, its internal audit, the external audit firm and FINMA may review the services agreed herein at any time and at the client's expense.

17. Amendment of GTC

KYC is entitled to amend these General Terms and Conditions at any time. The client will be informed of such amendments and/or supplements in a suitable manner and shall come into effect if the client does not object within 14 days of receipt of the changes. These General Terms and Conditions shall come into effect on 1st January 2019.

18. Applicable Law and Court of Jurisdiction

This agreement shall be governed by and construed and interpreted in accordance with the substantive laws of Switzerland, excluding the Swiss conflict of law rules. The United Nations Convention for the International Sales of Goods ("Vienna Sales Convention") is excluded

All disputes arising out of or in connection with this contract shall be subject to the jurisdiction of the courts of Zug.

19. Validity of Language Version

This agreement is issued and made available to the Parties an English and a German language version. In case of conflict between the English and the German language version of this agreement, the provisions of the German language version shall prevail.