

Decentralized Security AG

Terms of business (Last updated: January 2022)

1. Engagement and scope of application

1.1. These General Terms and Conditions of Engagement (the "General Terms and Conditions") form an integral part of the engagement letter for the provision of the blockchain security services between the client (the "Client") and Decentralized Security AG, Switzerland, ("DS").

1.2. The provisions of these General Terms and Conditions shall apply unless the engagement letter contains any specific term or provision at variance with the terms and provisions hereof. Any changes to the engagement require the duly written consent of the parties hereto.

1.3. No claim arising out of or in connection with the engagement may be assigned, nor shall any change of party be effective, without the prior written consent of the other party.

2. DS services

2.1. The engagement applies to the blockchain security services stipulated in the engagement letter.

2.2. The Client shall be responsible for the preparation of the subject matter, including specifications (functional and nonfunctional requirements), code, documentation, etc. DS shall perform procedures on the subject matter and report on the performance and its results. Given the inherent limitations of the services, there is an unavoidable risk that material misstatements in the subject matter may not be detected. The management and those charged with governance of the Client shall be responsible for preventing and detecting errors in the subject matter.

3. Client cooperation

3.1. The Client shall ensure that DS receives, in good time, all documents and information required for the purpose of the services.

4. Deliverables and reporting

4.1. The deliverables are determined by the engagement letter and the professional standards applicable, as well as – where relevant – by the law. As a consequence of any findings, the report may deviate from the wording originally envisaged or the standard wording.

4.2. Drafts or verbal information provided by DS shall not be binding, as they can differ substantially from the final deliverable. DS disclaims all liability for any loss or damage which may be suffered by the Client or any third party in reliance thereon.

4.3. All written deliverables produced for, issued to and paid for by the Client, are the property of the Client for the purpose of their agreed use. DS shall retain the associated intellectual property rights (including know-how).

4.4. Contractual arrangements between the Client and a third party (e.g., a bank) concerning direct reporting by DS to the third party shall be binding on DS only if it has given its express consent thereto.

4.5. If the Client reproduces or copies DS's reports in hard-copy or electronic format, the subject matter must also be reproduced or copied in its entirety.

4.6. DS deliverables are intended only for the persons to whom they are addressed. DS shall plan and perform the services for the purpose and recipients specified in the engagement letter. Such deliverables shall therefore not be used for any other purpose, passed on or made accessible to third parties or modified without the prior written consent of DS.

4.7. Reports by DS may not be reproduced or referred to in offering or listing prospectuses, in prospectuses or reports relating to a public takeover bid or in similar documents without DS's prior consent. With respect to information in documents including the subject matter and DS's report, DS shall comply with the relevant professional standards. These standards do not require the performance of audit or any other type of procedures on such information.

4.8. Notwithstanding any consent which may be given by DS, DS shall not be liable for any loss or damage suffered due to the use of deliverables for any other purpose or by any third party, or due to modification thereof. The Client shall indemnify DS for any loss or damage suffered due to any third-party claim in connection with the engagement.

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5. Sub-contracting of third parties by DS

- 5.1. For the purpose of performing the engagement and for regulatory and administrative purposes, DS may appoint third parties as sub-contractors.
- 5.2. The engagement is, however, exclusive to DS and the Client. DS shall be responsible to the Client alone for the performance of the services and for the protection of the information and data supplied to the sub-contractors.
- 5.3. The Client and its affiliates shall have no direct claim against sub-contracted companies to the fullest extent permitted by law.

6. Confidentiality and data protection

- 6.1. Subject to the provisions set out below, the parties shall treat as confidential, both throughout the duration of the engagement and after the termination thereof, the engagement itself and all information and data disclosed to them in providing or receiving the services under this engagement. Both parties shall comply with the provisions of the Swiss Data Protection Act at all times.
- 6.2. This provision shall not apply to information and data that may be disclosed pursuant to the written consent of the party entitled to it or to information and data that is already in the public domain or is known to a party independently of this engagement.
- 6.3. The parties may disclose information and data by reason of:
 - a. any statutory or regulatory provision,
 - b. any decision of a court or public authority,
 - c. obligations to regulatory authorities and professional bodies, as well as
 - d. safeguarding their interests to their insurers and legal advisors.
- 6.4. DS may, both in Switzerland and abroad, pass on information and data in the context of performing the engagement to sub-contractors who are themselves bound by a legal or contractual duty of confidentiality (e.g., for storing information and data, and printing, reproducing and dispatching reports or other deliverables of DS).

6.5. DS may use information and data, both in Switzerland and abroad, for the purpose of analysis and comparison of performance (benchmarking) in anonymized form.

7. Fees, disbursements and other expenses

- 7.1. DS shall charge fees in accordance with the engagement letter.
- 7.2. Where a flat-rate or fixed fee is agreed in the engagement letter, the rules of organization and professional ethics of EXPERTsuisse require that the said fee be adjusted on the occurrence of circumstances related to a change in the scope and the performance of the engagement which are not foreseeable for DS and which result in an increase in the amount of work.
- 7.3. The fees charged shall not include disbursements (e.g., travel expenses, accommodation costs and the cost of meals) and other expenses incurred in connection with the provision of services, which shall be charged to the Client at cost, or at normal market rates as a lump sum for expenses.
- 7.4. Fees, disbursements and other expenses are presented exclusive of value added tax and other taxes and deductions.

8. Invoicing and terms of payment

- 8.1. In the absence of any objection within ten days after receipt, the invoices presented to the Client by DS shall be deemed to have been approved.
- 8.2. Unless otherwise agreed by the parties, the due date shall be deemed to be 30 days from the invoice date.
- 8.3. The parties shall be entitled to enforce any right of set-off only against undisputed or non-appealable claims.

9. Liability

- 9.1. The liability of DS shall be excluded to the maximum extent permitted by applicable law.

10. Electronic communications and use of electronic collaboration platforms

- 10.1. Throughout the duration of the engagement, the parties shall be entitled to

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communicate with one another, and transfer data, by electronic means.

10.2. Each party shall be responsible for its own electronic communications and shall take reasonable measures to ensure that any such communications are secure and error-free using the latest technology. If special security measures were to be applied (e.g., password protection, encryption), these shall be set out expressly in the engagement letter.

10.3. If the parties agree to the use of an electronic collaboration platform in the engagement letter, each authorized user (including users outside of Switzerland) of the Client and DS may process, within the meaning of art. 3 lit. e FADP, information and data in accordance with the respective user rights assigned (e.g., upload and download information and data to and from this platform as well as access, view, edit, maintain, delete and store information and data on the platform). The assignment of users and user rights of DS and the administration of the users and the user rights of DS and of the Client as well as the maintenance of the platform and related server is the responsibility of DS, and DS shall take reasonable measures regarding confidentiality and protection of the information and data stored on the platform. The Client is responsible for the assignment of its users and user rights and for notifying DS of such assignment and any changes thereto. The instruction regarding the use of the electronic collaboration platform is provided by DS.

10.4. To the fullest extent permitted by law, both parties exclude all liability for any loss or damage which may arise in connection with electronic communications and the use of electronic collaboration platforms.

11. Termination of the engagement

11.1. In order to comply with its statutory and regulatory duties to retain records, DS shall be entitled to retain a copy of those documents on which its services are based. The Client shall not be entitled to any working papers of DS. They shall remain the property of DS.

11.2. Subject to clause 11.1., the parties are obliged, on termination of this engagement, and at the written request of the other party, to return to the

requesting party all information, whether in writing or recorded in some other manner, including all copies made thereof, received from the other party or to destroy them. The return or destruction of all such information shall be confirmed in writing to the requesting party. The parties shall themselves bear all expenses arising out of this obligation to return documents.

11.3. In the event of early termination of the engagement, the Client shall pay DS the fees stipulated for any services provided together with any disbursements and other expenses, as set out in clause 7.

12. Applicable law and place of jurisdiction

12.1. The engagement shall be governed by and construed exclusively in accordance with Swiss law.

12.2. The court of competent jurisdiction in Zurich shall have exclusive jurisdiction for any disputes arising out of or in connection with the engagement unless any obligatory legal provision confers exclusive jurisdiction on any other court.