

**THE MESH SERVICES ARE SUBJECT TO THESE GENERAL TERMS AND CONDITIONS  
PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING IT.**

## 1. HOW THE CONTRACT IS FORMED

- 1.1. No electronic signature is required to conclude the contract between the Customer and MESH; the mere clicking on “I accept” or “Submit”, or submission of the Customer’s email instruction to MESH to commence with the Services demonstrates the Customer’s acknowledgement and agreement to these Terms and Conditions and any Services specific terms and conditions that may apply (Service Schedule) for purposes of the Services under consideration
- 1.2. **By Clicking on “I ACCEPT” or submitting an email with instructions to proceed with the Services, the user acknowledges that:-**
  - 1.2.1. He/she is 18 years and older;
  - 1.2.2. He/she is authorised to act on behalf of the Customer (where Customer is a juristic person);
  - 1.2.3. He/she has read the General Terms and Conditions;
  - 1.2.4. He/she agrees to the General Terms and Conditions on behalf of the Customer; and
  - 1.2.5. The Customer will be bound by these General Terms and Conditions when utilising the Services made available by MESH; and
  - 1.2.6. **If he/she is not authorised to act on behalf of the Customer, that he/she will be personally bound by these General Terms and Conditions and that all references to ‘Customer’ will be amended to the ‘user’.**
- 1.3. **Invitation to do business:** presentation of the Services (including applicable Fees) is MESH’s invitation to the Customer to do business;
- 1.4. **The Offer:** the Customer’s submission of information/application (“Application”) and submission of same to MESH, constitutes an offer by the Customer to acquire Services from MESH.
- 1.5. **Acceptance of the Customer Application** MESH’s acceptance of the Customer’s Application will take place at MESH Premises on receipt of the Customer Application and when MESH sends the Customer a Message, or other similar, confirmation of MESH’s acceptance, at which point a contract (“**Contract**”) will come into existence between the Customer and MESH (“**Effective Date**”) in terms of the Services. The version of the General Terms and Conditions applicable on the day of the Customer’s receipt of MESH’s acceptance of the Application, shall apply.
- 1.6. **The following documents/agreements/policies are hereby incorporated by reference into these General Terms and Conditions:-**
  - 1.6.1. **Service Specific Terms:** additional terms that apply specifically to your use of certain of our Services and possible third party services.
  - 1.6.2. **Data Protection Agreement:** states how MESH process the Customer’s data.
  - 1.6.3. **Authorised User Service Terms (including the Acceptable Use Policy):** this sets out what the Authorised Users can and can’t do while using the MESH Services.
  - 1.6.4. **Service Privacy Policy:** this policy describes who our Data Protection Officer is, how we process personal data during the use of the Services and the rights of data subjects in terms of any personal data we may have under our control including the website policy.
- 1.7. **Variation / Modifications to the Agreement:-**
  - 1.7.1. MESH shall have the right to amend the documents as stated under clause 26.2;
  - 1.7.2. By continuing to access and/or use the Service, subsequent to the amended terms and conditions being sent by MESH to the Customer, the Customer accepts and agrees to be bound by the amended Terms and Conditions. If the Customer does not agree to the new terms and conditions, the Customer is obligated to discontinue the use of the Services.

## 2. ELECTRONIC COMMUNICATIONS & CONTRACT BETWEEN US

- 2.1. Data Messages (or “Message”) sent from MESH to the Customer have been sent from MESH Premises;
- 2.2. A Data Message is deemed to be sent:-
  - 2.2.1. By MESH, at the time shown on the message as having been sent, or if not so shown, at the time shown on MESH information system as having been sent;
  - 2.2.2. By the Customer, at the time when MESH confirms receipt thereof.
- 2.3. A Data Message is deemed to be received:-
  - 2.3.1. By MESH: only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement further does not give legal effect to that message, unless specifically indicated by MESH that it does give legal effect to the Data Message;
  - 2.3.2. By the Customer: once MESH data message enters the Customer information system.

- 2.4. All information that are incorporated by using hyperlinks and / or other methods of reference form part of these General Terms and Conditions;
- 2.5. **Attribution of Data Messages to originator:** the Customer agrees and warrants that the Data Message sent, from any computer or device to MESH was sent by the Customer.

### 3. INTERPRETATION

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- 3.1. The definitions and rules of interpretation in this clause apply in this Agreement:
- 3.1.1. **Agreement:** means the these General Terms and Conditions, all documents incorporated by reference into this document and all annexure and schedules hereto or as may be amended and agreed to between MESH and the Customer from time to time;
- 3.1.2. **AML:** Anti Money Laundering;
- 3.1.3. **API:** Application Programming Interface;
- 3.1.4. **Application Laws:** means all laws applicable in The Netherlands and such countries where country specific terms have been issued by Mesh, and includes any present or future constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, directive, rule, guidance or code, practice note issued by any relevant authority or regulatory body and, if applicable, Data Protection Laws;
- 3.1.5. **AUSA:** the Authorised User Service Agreement as made available to the Authorised User prior to utilisation of the Services;
- 3.1.6. **Authorised User(s):** those employees, agents and independent contractors of the Customer (as juristic person) who are authorised by the Customer to use the Services and the Documentation, as further described in clause 4.2.
- 3.1.7. **Business Day:** a day other than a Saturday, Sunday or public holiday in the Republic of The Netherlands.
- 3.1.8. **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 15.5.
- 3.1.9. **Customer:** natural or juristic persons, who have been authorised by MESH to use the MESH Services as a Participant to perform certain duties as authorised by the type of legal entity and role the Customer act in on MESH, i.e. Issuer, Investor or Agent. Also referred to as **Participant(s)**.
- 3.1.10. **Customer Data:** the data inputted by the Customer, Authorised Users, or MESH on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services (including but not limited to Personal Data).
- 3.1.11. **Data Message or Message:** data generated, sent, received, or stored by electronic means.
- 3.1.12. **Data Processing Agreement (DPA):** the terms and conditions applicable to the processing of Personal Data in accordance with the European Data Protection Laws, which forms part of these General Terms and Conditions.
- 3.1.13. **Documentation:** the document made available to the Customer by MESH online via [www.mesh.trade](http://www.mesh.trade) or such other Application used by MESH to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
- 3.1.14. **Effective Date:** see clause 1.5 above.
- 3.1.15. **Fees:** the standard fees and/or rates payable by the Customer to MESH for the use of the Services, as presented by MESH from time to time via [www.mesh.trade](http://www.mesh.trade) or during the execution or utilisation of Services by Mesh Participants from time to time.
- 3.1.16. **Initial Subscription Term:** the initial term of 12 (twelve) months, automatically renewed thereafter.
- 3.1.17. **Intellectual Property Rights / IPR:** all rights in and to patents, trademarks, design rights, copyright, rights in databases, Know-How, Look and Feel, Pattern Data, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof.
- 3.1.18. **Know-How:** Confidential Information, trade secrets, experience, drawings, designs, production methods, code, notes, flow charts discoveries, specifications, diagrams, technology, research, methods of formulation, results of tests and field trials, specifications of materials, composites of materials, formulae and processes and technical information including the benefit of all related obligations of confidentiality.
- 3.1.19. **Look and Feel:** means graphics, website navigation methods, HTML code, meta-tag structures.
- 3.1.20. **Investor:** persons, natural or juristic, that have acquired (Investors) or may acquire (Potential Investors) instruments on Mesh.
- 3.1.21. **Issuer:** an Issuer is a legal entity that develops, registers and sells Financial Instruments [to Investors], that is legally viewed as the responsible entity for the Financial Instrument(s).
- 3.1.22. **KYC:** Know your Customer.
- 3.1.23. **MESH: Mesh B.V,** a wholly owned subsidiary of 42Markets Group Holding Limited (Company Number: 13449293) , Kamer van Koophandel nummer: 77669886, with Registered Address being Amsterdamse Bos, De Cuserstraat 93, 1st, 2nd & 3rd floor, Amsterdam, 1081 CN.

- 3.1.24. **Mesh Platform:** the platform that Customers access to participate in private marketplace to offer and trade assets, Tokens and or Financial Instruments between each other without no matching or fulfilment of these trading agreements on Platform. The Mesh Platform forms part of the Software.
- 3.1.25. **Normal Business Hours:** 8.00 am to 6.00 pm local Netherlands time (GMT+2), each Business Day.
- 3.1.26. **Participant:** Issuer, Investor and Broker;
- 3.1.27. **Pattern Data:** non-personally identifiable information, data and reports derived from or compiled through the Services, including but not limited to demographics data, mobility patterns, location data and trend data such as aggregated data and statistics indicating frequency of use and popularity of the Services or products available on the Services. For greater certainty, Pattern Data is data that does not identify a specific Authorised User or End User and is data which does not relate to a specific customer's business (including data relating to a specific customer's locations that receive the Services).
- 3.1.28. **Personal Data:** see DPA;
- 3.1.29. **Premises:** the Mesh B.V premises at: Kamer van Koophandel nummer: 77669886, with Registered Address being Amsterdamse Bos, De Cuserstraat 93, 1st, 2nd & 3rd floor, Amsterdam, 1081 CN.
- 3.1.30. **Role(s):** a collection of permissions associated with an Authorised User's legal entity and Customer role. The Customer role, one or more, being Agent, Issuer or Investor and also acting in different roles in different market engagements;
- 3.1.31. **Services:** the services provided by MESH to the Customer under this agreement on the Mesh Platform via [www.mesh.trade](http://www.mesh.trade) or any other website or application notified to the Customer by MESH from time to time, as more particularly described in the Documentation.
- 3.1.32. **Service Levels:** the levels as stated under the Support Services Policy;
- 3.1.33. **Software:** the online software applications provided by MESH as part of the Services, including but not limited to the Mesh Platform, Mesh API and other Mesh applications.
- 3.1.34. **Support Services Policy:** MESH's policy for providing support in relation to the Services as made available at [www.mesh.trade](http://www.mesh.trade) or such other website address as may be notified to the Customer from time to time. Such document may be amended by MESH in its sole discretion from time to time.
- 3.1.35. **Token:** means a set of rules encoded in a smart contract with each token belonging to a blockchain address and dealt with as a digital asset with a certain value, that is stored securely on the blockchain.
- 3.1.36. **Transaction:** utilisation of any Platform Service based on an instruction which constitutes a flow amounting to either a payment, a transfer or an exchange of value.
- 3.1.37. **Transaction Input Data:** see Service Specific Terms;
- 3.1.38. **User Subscriptions:** the User Subscriptions requested by the Customer pursuant to clause 13.1 which entitles Authorised Users to access and use the Services and the Documentation in accordance with this agreement.
- 3.1.39. **Value:** an amount constituting a tender in currency, Token or otherwise of monetary worth at a point in time.
- 3.1.40. **Virus:** anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 3.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 3.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 3.4. References to "Days" are references to normal calendar days unless specifically stipulated as being Business Days.
- 3.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 3.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 3.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 3.9. The rule of construction that the agreement shall be interpreted against the Party responsible for the drafting or preparation of the agreement shall not apply.
- 3.10. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

**4. GRANT OF RIGHTS**

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- 4.1. Subject to the terms and conditions of this Agreement, MESH hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable and revocable right to permit Authorised Users to access and use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 4.2. In relation to the **Authorised Users**, the Customer undertakes that:
- 4.2.1. It is the sole responsibility of the Customer to appoint and/or remove Authorised Users;
  - 4.2.2. It is the sole responsibility of the Customer to select the appropriate Role of the Authorised User;
  - 4.2.3. The activation of each Authorised User shall be subject to the provision of certain information for registration purposes (including (but not limited to) information that relates to KYC, AML and other compliance requirements) which information shall be provided by the Customer to MESH in the prescribed form, and on request thereafter;
  - 4.2.4. it will not allow any Authorised User account to be shared and that each Authorised User will utilise its own account;
  - 4.2.5. it shall maintain its own up to date record of all current Authorised Users and provide such list to MESH within [5] Business Days of MESH's written request at any time or times;
  - 4.2.6. it shall permit MESH to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at MESH's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 4.3. The utilisation of the Services shall be subject to each Authorised User accepting the AUSA.
- 4.4. The Customer shall not, nor shall it allow any third party to access, store, distribute or transmit any content or any material during the course of its use of the Services or use the Services that breach the Mesh **Acceptable Use Policy** (AUP) and MESH reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and/or an Authorised User's access to any material that breaches the provisions of the AUP.
- 4.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify MESH.
- 4.6. The rights provided under this clause 4 are granted to the Customer only. If any Customer subsidiary or holding company wish to utilise the Services the Customer shall notify MESH in writing before any Authorised User is created.

**5. SECURITY OF PASSWORDS AND AUTHORISED USER CERTIFICATES**

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- 5.1. The Customer will, and will procure that each Authorised User will:-
- 5.1.1. keep the Password secure for his/her use of the Services and Documentation and not to give, disclose or make available the Password to any other person;
  - 5.1.2. use the Password for purposes of the Services in accordance with this agreement and the AUSA;
- 5.2. If for any reason any Password or User Certificate is no longer secure or may be accessible to, or in the possession of any person other than an Authorised User, it is the responsibility of the Customer or the Authorised User to notify MESH immediately in writing.
- 5.3. To ensure the security and reliable operation of the Services for all Authorised Users, MESH is entitled but not obliged to take whatever action MESH considers reasonably necessary to preserve the security and reliability of the Services from time to time.

**6. SERVICES**

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- 6.1. Mesh shall provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 6.2. Nothing contained in clause 6.1 above shall affect MESH's right to exercise its own judgement and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions and directions or otherwise to comply with its obligations under this Agreement.
- 6.3. MESH shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except as stated in the Mesh **Support Services Policy**.
- 6.3.1. planned maintenance carried out during the maintenance window of 10.00 pm to 4.00 am The Netherlands time; and
  - 6.3.2. unscheduled maintenance performed outside Normal Business Hours, provided that MESH has used reasonable endeavours to give the Customer at least 6 (six) Normal Business Hours' notice in advance.
- 6.4. MESH will, as part of the Services and at no additional cost to the Customer, provide the Customer with MESH's standard customer support services during Normal Business Hours in accordance with MESH's **Support Services Policy** in effect at the time that the Services are provided. **MESH may amend the Support Services Policy in its sole and absolute discretion from time to time.**

- 6.5. **Changes to the Software or other technology.** MESH may alter, update or upgrade the Software or any other technology from time to time. Updates and upgrades to core framework and plug-ins will be processed automatically.
- 6.6. **Incremental Services.** From time to time, additional MESH or third-party functionality (such functionality being deemed not to be part of the Services) may be made available by MESH to Customer (in the case of third-party functionality, such functionality being made available on a pass-through basis pursuant to terms specified by the third-party provider of such functionality), and which additional functionality may be purchased by Customer for additional fees in accordance with any additional terms and conditions specified by MESH.
- 6.7. **It is the responsibility of the Customer to test the Services and whatsoever APIs, that MESH may make available to the Customer, prior to utilisation of the Services. Utilisation of the Services shall confirm that the Customer has accepted the Services and that the Customer has tested it to ensure that it complies with the Customer's own security and data protection requirements.**

## 7. OPTIONAL SERVICES

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Customer may request, in writing, optional services (“**Optional Services**”). Optional Services may include customisation, additional integration services, training, business analysis and additional professional services. Optional Services are subject to MESH's approval, prevailing terms, conditions and prices for such Optional Service at that time.

## 8. SECURITY SAFEGUARDS

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- 8.1. Appropriate and reasonable technological and organisational measurements shall apply to protect the:-
  - 8.1.1. Authorised User identity, i.e. unique User profiles that is password protected. It is the responsibility of each Authorised User to protect his/her own username and password;
  - 8.1.2. Customer Data – see clause 9 below;
  - 8.1.3. Communications over the Software and networks under the control of MESH.
- 8.2. Changes and deletions on the Software during the provision of the Services will be time stamped and done by administrators only and will be recorded for audit purposes.

## 9. CUSTOMER DATA

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- 9.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 9.2. The Customer hereby grants MESH a worldwide, royalty-free, and non-exclusive license during the term of its subscription to access Customer Data in order to provide the Services, including (but not limited to) storing, hosting, execution of a Transaction and management of such content (“**Content License**”).
- 9.3. **IMPORTANT: Taking into consideration the technology utilised for purposes of the Transactions, the Customer Data that forms part of the Transaction Input Data shall be retained by MESH on a perpetual basis to verify the legitimacy of any Transaction and/or for a term as required by Applicable Law.**
- 9.4. MESH may monitor use of the Service by all of the MESH Customers and use the information gathered for machine learning to enhance the Services.
- 9.5. It is the responsibility of the Customer to ensure that the Authorised User utilises the Customer Data appropriately and in accordance with this Agreement and the **AUSA**. The AUSA shall state that MESH shall have the right to suspend the Authorised User's right to use the Customer Data where the Authorised User breaches any condition under the AUSA, more specifically (but not limited to) where the Authorised User utilises the Customer Data outside the rights as granted under this Agreement.
- 9.6. MESH shall be entitled to digitise, encode, aggregate, compress, index, technically manipulate, and otherwise change or modify the Customer Data (including associating any applicable metadata provided by the Customer with such Customer Data) for the purposes of making the Customer Data available to Authorised Users on the Platform in accordance with this Agreement, to the extent technically necessary for exercise of its duties under this Agreement.
- 9.7. Mesh or its appointed service providers shall follow its archiving procedures for Customer Data as set out in its **Back-Up Policy**, which policy shall be made available on receipt of Customer's written request. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for MESH to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by MESH in accordance with the archiving procedure described in its Back-Up Policy. MESH shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by MESH to perform services related to Customer Data maintenance and back-up).

- 9.8. The Customer understands that MESH, in performing the required technical steps to provide the Services, may
- 9.8.1. transmit or distribute Customer Data over various public or private networks and in various media; and
  - 9.8.2. make such changes to Customer Data as are necessary to conform and adapt that Customer Data to the technical requirements of connecting networks, devices, Services or media.
- 9.9. If MESH processes any Personal Data of the Customer or on the Customer's behalf when performing its obligations under this Agreement, such processing shall take place in accordance with the **Data Processing Agreement** (see clause 1.6.2 above).
- 9.10. Mesh has no obligation to accept any Customer Data delivery by the Customer to MESH. Acceptance of Customer Data shall be in Mesh sole discretion and communicated to the Customer in writing.

## 10. MESH'S OBLIGATIONS

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- 10.1. Mesh undertakes that the Services will be performed substantially in accordance with the Documentation, against the agreed Service Levels, in accordance with the Applicable Laws and with reasonable skill and care.
- 10.2. In addition to the specific responsibilities and obligations of MESH set out elsewhere in this agreement, MESH shall:
- 10.2.1. keep abreast and comply with Applicable Laws and shall ensure that it complies fully with Applicable Laws that are applicable to the Services;
  - 10.2.2. maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
  - 10.2.3. to the extent necessary, co-operate, communicate and/or interact and co-operate with any of the Customer's third-party service providers in order to provide the Services. In this regard, MESH shall not be responsible to ensure that a third-party service provider perform as per the agreement between the third party and the Customer and has no obligation to report any of said actions and/or omissions;
  - 10.2.4. act in all respects with due care and diligence and with good faith towards the Customer and promote and safeguard the interests of the Customer as if they were its own interests;
  - 10.2.5. not do anything that may bring the Customer in disrepute or reflect adversely on the business and integrity of the Customer;
  - 10.2.6. maintain and apply ethical, legal, fair and transparent processes and methodologies in all its dealings with the Customer in providing the Services;
  - 10.2.7. promptly advise the Customer representative should (i) the Customer fail to provide information that is necessary for the fulfilment of the Services; or (ii) the non-compliance by the Customer with its duties and responsibilities which is likely to result in a situation where the Fees payable by the Customer may need to be increased; and
  - 10.2.8. not, in any manner whatsoever, provide any advice and/render any intermediary services to any Customer, client or group of clients of the Customer by any means or medium:
    - 10.2.8.1. in respect of the purchase of any Financial Instrument/product;
    - 10.2.8.2. in respect of the investment in any Financial Instrument / product;
    - 10.2.8.3. in the conclusion of any other transaction, including a loan or cession, aimed at the incurring of any liability or the acquisition of any right or benefit in respect of any Financial Instrument / product; or
    - 10.2.8.4. on the variation of any term or condition applying to a Financial Instrument / product, on the replacement of any such Financial Instrument / product, or on the termination of any purchase of or investment in any such Financial Instrument / product.
- 10.3. The undertakings under clauses 10.1 and 10.2 above will not apply to the extent of any non-conformance which is caused by use of the Services contrary to MESH's instructions, or modification or alteration of the Services by any party other than MESH or MESH's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Mesh will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 10.1 notwithstanding the foregoing, MESH:
- 10.3.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
  - 10.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.4. This agreement shall not prevent MESH from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.



- 10.5. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND ANY WARRANTIES PREVIOUSLY AGREED WITH THE CUSTOMER, THE SERVICES ARE PROVIDED AND MADE AVAILABLE "AS IS" AND THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE SUPPLIER DOES NOT REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET THE CUSTOMER'S OR THE CUSTOMER'S CLIENTS SPECIFIC REQUIREMENTS.

## 11. CUSTOMER'S OBLIGATIONS

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The Customer shall:

- 11.1. provide MESH with:
- 11.1.1. all necessary co-operation in relation to this agreement; and
  - 11.1.2. all necessary access to such information as may be required by MESH;
  - 11.1.3. in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 11.2. comply with all Applicable Laws with respect to its activities under this agreement;
- 11.3. carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, MESH may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 11.4. ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- 11.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for MESH, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- 11.6. ensure that its network and systems comply with the relevant specifications provided by MESH from time to time;
- 11.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to MESH's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and
- 11.8. not do anything that may bring MESH into disrepute or reflect adversely on the business and integrity of MESH.

## 12. WARRANTIES

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- 12.1. Each Party represents and warrants that:
- 12.1.1. by Signing this agreement it is acting as principal and not as agent for an undisclosed principal;
  - 12.1.2. the execution and performance of this agreement has been duly authorised by the requisite corporate action on the part of such Party; and
  - 12.1.3. it has not violated any Applicable Law or policies of the other Party of which it has been given written notice, regarding the offering of unlawful inducements in connection with this agreement.
- 12.2. MESH warrants that:
- 12.2.1. the Services if used according to this Agreement and any relevant Documentation provided by MESH in accordance with this Agreement, is capable of providing the functionality as described in the relevant Documentation, and that it does not contain defects that significantly affect the suitability of the Services for use as specified in this Agreement and any relevant Documentation. The Customer accepts that software in general can never be completely free of defects or used continuously or in any combination with hardware and/or other programs and MESH does not warrant that the use of the Mesh Platform will be uninterrupted or error free.
  - 12.2.2. the provision of the Services by MESH shall not as at the date of performance of the Services constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.
  - 12.2.3. the Services shall be rendered in accordance with Applicable Law.
  - 12.2.4. the Services shall be rendered in a professional manner with due care, skill and diligence.

- 12.2.5. there are no actions, suits or proceedings or regulatory investigations pending or, to MESH's knowledge, threatened against or affecting MESH before any court or administrative body or arbitration tribunal that is likely to affect the ability of MESH to meet and carry out its obligations under this agreement.
- 12.3. To enable MESH to comply with its warranty obligations herein, the Customer shall report any defects as soon as possible in writing, specifying how the defects manifest in each case, which malfunctions the defects cause, and under which circumstances the defects occur. Defects can only be corrected if they are systematically reproducible. Defects shall be dealt with in accordance with MESH's standard **Support Policy**.
- 12.4. No warranty shall apply where:-
- 12.4.1. any third party assists the Customer on the implementation or management of the Mesh Platform without the written consent of MESH, unless MESH otherwise agrees to it in writing;
- 12.4.2. Any third party plug-in or API being selected and utilised by the Customer to enable the Customer to utilise the Mesh Platform.

### 13. CHARGES AND PAYMENT

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- 13.1. The Customer shall pay the Fees to MESH in accordance with this clause 13.
- 13.2. MESH has the right to amend the Fees from time to time, however will present the Customer with the latest Fees prior to utilisation of the Services.
- 13.3. The Customer shall during the registration for the Services provide to MESH valid, up-to-date and complete contact and billing details.
- 13.4. MESH shall make available for the Customer a valid VAT invoice in accordance with the requirements under the Customer's Applicable Laws, if applicable, via the MESH Platform.
- 13.5. All Fees shall be due and payable on conclusion of a Transaction.
- 13.6. If MESH has not received payment within 5 (five) days after the due date, and without prejudice to any other rights and remedies of MESH:
- 13.6.1. MESH may, without liability to the Customer, disable the Customer's and/or an Authorised User's password, account and access to all or part of the Services and MESH shall be under no obligation to provide any or all of the Services while the amount concerned remain unpaid; and
- 13.6.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2 (two) % (percentage) over the then current base lending rate of MESH's commercial bankers from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment; and
- 13.6.3. MESH shall be entitled to claim all collection charges and reasonable legal charges for collecting the amounts due and payable from the Customer.
- 13.7. All amounts and fees stated or referred to in this agreement:
- 13.7.1. shall be payable in the currency as reflected on the MESH Fee schedule or such currency or Token as may be agreed to in writing between MESH and the Customer per Transaction;
- 13.7.2. are non-cancellable and non-refundable;
- 13.7.3. are exclusive of value added tax, which shall be added to MESH's invoice(s) at the appropriate rate.

### 14. PROPRIETARY RIGHTS

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- 14.1. The Customer acknowledges and agrees that MESH and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer or any Authorised User any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services, Pattern Data or the Documentation.
- 14.2. The Customer and Authorised Users are only entitled to the limited use of the Intellectual Property Rights granted to them in this agreement and subsequent AUSA. The Customer will not take any action to jeopardise, limit or interfere with MESH's or its licensor's Intellectual Property Rights. Any unauthorised use of said Intellectual Property Rights is a violation of this agreement as well as a violation of Intellectual property laws and other common law rights.
- 14.3. MESH shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or Authorised User relating to the operation of the Services.



- 14.4. **API License (where applicable).** Subject to the terms and conditions of this agreement, MESH grants the Customer a non-exclusive, non-transferable license for the Customer's use of MESH's and/or its licensor's APIs to develop software applications that will interface with the Customer platform ("Applications"). The Customer acknowledges that the APIs contains confidential information and know-how and the Customer shall not use such confidential information or know-how except to the extent necessary to exercise the rights granted to the Customer hereunder. If the Customer uses open-source software in conjunction with the APIs, the Customer must ensure that the Customer's use of such open-source software does not: (i) create, or purport to create, obligations on MESH with respect to the Software; or (ii) grant, or purport to grant, to any third party any rights to or immunities under MESH's intellectual property or proprietary rights in the APIs.
- 14.5. **API License Restrictions.** For greater certainty, the Customer shall not, except to the extent permitted under clause 14.4:
- 14.5.1. disclose any performance, benchmarking, or feature-related information about the APIs;
  - 14.5.2. distribute, lease, rent, grant a security interest in, assign, or otherwise transfer the APIs;
  - 14.5.3. create a subset, superset or other derivative work of the APIs;
  - 14.5.4. disclose, transfer or otherwise provide to any third party any portion of the APIs or confidential information or know-how, except as explicitly permitted herein;
  - 14.5.5. develop an Application using the APIs and any open source software that results in any program file(s) that contain code from both the APIs and any open source software (including without limitation libraries), if the open source software is licensed under a license that requires any "modifications" be made freely available. The Customer also may not combine the APIs with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the APIs or any modifications thereto to become subject to the terms of the GPL;
  - 14.5.6. violate any law, statute, ordinance, contract or regulations;
  - 14.5.7. include any viruses, Trojan horses, worms time bombs or other computer programming routines that may (or are intended to) damage, interfere with or expropriate any system or data.
- 14.6. **Application Guidelines.** Any Application created using the API must be submitted for review by MESH prior to being made available for use with the Service. The Supplier, alternatively MESH reserves the right to restrict use of any Application on the Service which does not meet MESH's approval at any time.
- 14.7. **API Title.** All right, title, and interest (including all intellectual property rights) in, to and under the APIs (including all copies thereof) shall remain with MESH, alternatively its licensors. The Customer shall retain all ownership rights (including all Intellectual Property Rights) in any Applications that the Customer creates or instructs a third party to creates or acquire from a third party and utilises with the APIs and Service, except that all ownership rights (including all Intellectual Property Rights) to any element of the APIs incorporated into or embodied in the Customer's Applications shall remain with MESH and its licensors. Title to any custom applications created jointly with MESH will be agreed in a separate statement of work and professional services agreement.
- 14.8. **Trademarks:**
- 14.8.1. MESH acknowledges the Customer and its Affiliates' rights, title and interest in and to its series of Customer Trademarks and agrees not to do anything, or assist, directly or indirectly, anyone to do anything to impair any part of that right, title and or interest, or attack or interfere in any way with the Customer's and or its Affiliates' use or registration of its series of the Customer Trademarks.
  - 14.8.2. The Customer agrees that MESH may make use of the Customer's Trademarks and/or business names to present on MESH's website or such other channel or document to confirm the Customer as a customer of MESH, in accordance with the Customer branding guidelines as presented by the Customer to MESH;
  - 14.8.3. MESH, its logos, and any related product or service names, logos, or slogans, including, without limitation, the "MESH" name and design, contained herein are trademarks or service marks of the Mesh Platform and may not be copied, imitated, or used, in whole or in part, except as expressly permitted in this Agreement, our brand policy (available on request), or with the prior written permission of MESH. All other trademarks, names, or logos mentioned in connection with the Services are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the written permission of the applicable trademark holder. The inclusion of any such reference does not constitute an approval, endorsement, or recommendation by us.
- 14.9. MESH confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

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## 15. CONFIDENTIALITY

- 15.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- 15.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 15.1.2. was in the other party's lawful possession before the disclosure;
  - 15.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 15.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

- 15.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 15.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 15.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 15.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute MESH's Confidential Information.
- 15.6. MESH acknowledges that the Customer Data is the Confidential Information of the Customer.
- 15.7. This clause 15 shall survive termination of this agreement, however arising.
- 15.8. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 15.9. Clause 15.8 above, shall not limit MESH to use the name of the Customer in its marketing material or such presentation on its website. The Customer hereby license the use of its Trademarks and name for purposes as stated under this clause 15.9, subject to MESH utilising the Trademarks and or name in accordance with the Customer's guidelines.

## 16. INDEMNITY

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- 16.1. The Customer shall defend, indemnify and hold harmless MESH, its affiliates, subsidiaries, independent contractors, service providers, advisors, and consultants, and their respective directors, employees, and agents (altogether, the "Indemnitees"), from and against any claims, demands, damages, losses, costs, liabilities, and expenses, including, without limitation, reasonable legal fees, arising out of or related to the Customer and its Authorised Users:
- 16.1.1. use of the Services;
  - 16.1.2. breach of this agreement and/or AUSA
  - 16.1.3. violation of any rights of another person;
  - 16.1.4. conduct in connection with the Services;
  - 16.1.5. false, incomplete, or misleading information relied upon by Mesh to verify the Customer and/or Authorised Users information, where applicable.
- 16.2. provided that:
- 16.2.1. the Customer is given prompt notice of any such claim;
  - 16.2.2. MESH provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - 16.2.3. the Customer is given sole authority to defend or settle the claim.
- 16.3. MESH shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any Dutch patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 16.3.1. MESH is given prompt notice of any such claim;
  - 16.3.2. the Customer provides reasonable co-operation to MESH in the defence and settlement of such claim, at MESH's expense; and
  - 16.3.3. MESH is given sole authority to defend or settle the claim.
- 16.4. In the defence or settlement of any claim, or where MESH, in its opinion determine that there is a likely hood that a third party's intellectual property rights may be infringed, then MESH may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 16.5. In no event shall MESH, its licensors, directors, employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 16.5.1. a modification of the Services or Documentation by anyone other than MESH; or

- 16.5.2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by MESH; or
  - 16.5.3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from MESH or any appropriate authority.
- 16.6. The foregoing states the Customer's sole and exclusive rights and remedies, and MESH's (including MESH's directors, licensors, employees, agents' and sub-contractors' / service providers) entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

## 17. LIMITATION OF LIABILITY

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- 17.1. This clause 17 sets out the entire financial liability of MESH (including any liability for the acts or omissions of its directors, licensors, employees, agents and sub-contractors / service providers) to the Customer:
- 17.1.1. arising under or in connection with these Terms and Conditions or any Service specific terms and conditions;
  - 17.1.2. in respect of any use made by the Customer of the Services and Documentation or any part of them; and
  - 17.1.3. in respect of any representation, statement or tortious/delictual act or omission (including negligence) arising under or in connection with this agreement.
- 17.2. Except as expressly and specifically provided in this agreement:
- 17.2.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. MESH shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MESH by the Customer in connection with the Services, or any actions taken by MESH at the Customer's direction;
  - 17.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
  - 17.2.3. the Services and the Documentation are provided to the Customer on an "as is" basis.
- 17.3. Nothing in this agreement excludes the liability of either party:
- 17.3.1. any breach by a party of its obligations under this agreement in respect of Confidential information as a result of gross negligence; or
  - 17.3.2. infringement of a third party's intellectual property as a result of any actions and/or omissions by a party; or
  - 17.3.3. for fraud or fraudulent misrepresentation.
- 17.4. Subject to clause 17.2 and clause 17.3, and to the maximum extent permitted by Applicable Law, under no circumstances will MESH or its respective affiliates, licensors, directors, employees, suppliers, subcontractors have any liability to the Customer for any indirect, incidental, special, punitive or consequential damages, including (but not limited to) business interruption, Authorised Users use or inability to use the Services, loss or disruption of data, replacement or recovery costs or other commercial or economic loss, unauthorised access to, or alteration of any transmission or data; any activities or communications of third parties to and from the Customer, any loss of Token value, whether arising from contract, delict or any other theory of liability, even if a party (including its affiliates, licensors, directors, employees suppliers and subcontractors) has been advised of the possibility of such damages, or they are foreseeable.
- 17.5. In no event shall MESH's aggregate liability arising out of or related to this agreement, whether in contract (including in respect of the indemnity at clause 16.3), or delict (including negligence or breach of statutory duty) or under any other theory of liability, exceed the total amount paid by the Customer hereunder or, with respect to any single incident the amount paid by the Customer hereunder for the Services in the 6 (six) months preceding the incident.
- 17.6. **THE CUSTOMER ACKNOWLEDGES THAT MESH IS A TECHNOLOGY SERVICE PROVIDER AND DOES NOT PROVIDE FINANCIAL SERVICES OR FINANCIAL ADVICE WHATSOEVER.** MESH shall not be liable for any damages, losses or expenses under any agreement concluded between the Customer and any other third party through the use of the Services.

## 18. TERMINATION

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- 18.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 18.1.1. the other party ("Defaulting Party") fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 20 (twenty) days after being notified in writing to make such payment;
  - 18.1.2. the other party commits a breach of any other term of this agreement which breach is irreparable or (if such breach is remediable) fails to remedy that breach within a period of 7 (seven) days after being notified in writing to do so;
  - 18.1.3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

- 18.1.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts or commit any act of insolvency within the meaning of the insolvency law under the Applicable Law;
  - 18.1.5. an application is made to court, or an order is made, for the administration or business rescue of a party or the other party is placed, provisionally or finally, in voluntary or compulsory liquidation or is “financially distressed”;
  - 18.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 (fourteen) days;
  - 18.1.7. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 18.2. On termination of this agreement for any reason:
- 18.2.1. The Services will immediately be terminated and access to the Service be restricted;
  - 18.2.2. all licences or rights granted under this agreement shall immediately terminate;
  - 18.2.3. all amounts outstanding will immediately become due and payable;
  - 18.2.4. Mesh has the right to immediately freeze the Customer funds, unless otherwise stipulated under any other law;
  - 18.2.5. Mesh has the right to immediately cancel the Transaction and to claim damages from the Customer;
  - 18.2.6. each party shall return and make no further use of any equipment, property, Documentation, Confidential Information and other items (and all copies of them) belonging to the other party;
  - 18.2.7. MESH may destroy or otherwise dispose of any of the Customer Data in its possession unless MESH receives, no later than 10 (ten) days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. MESH shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 (thirty) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by MESH in returning or disposing of Customer Data. MESH shall be entitled to retain such Customer Data required for operational purposes (i.e. transaction history on Tokens), record purposes, for evidential purposes and as required by Applicable Law; and
  - 18.2.8. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages or specific performances in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 18.3. All costs, charges and expenses of whatsoever nature which may be incurred by MESH in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Customer.

## 19. FORCE MAJEURE

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- 19.1. Neither Party shall have any claim against the other Party (“the Affected Party”) for any delay or failure of the Affected Party to carry out any of its obligations under this agreement, other than a payment obligation, arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of a third party supplier (i.e. communication operator or utilities provider) or any other cause whatsoever beyond the reasonable control of the Affected Party (“force majeure”).
- 19.2. The performance of the obligations of the Affected Party shall, subject to clause 19.3, be suspended for the duration of the force majeure, which shall be deemed to commence only upon the date of Written notice by the Affected Party to the other Party. Upon cessation of the force majeure, this agreement shall again become fully operative and the Affected Party shall immediately resume its performance.
- 19.3. If the suspension of performance continues for more than 20 (twenty) consecutive Days, then either Party may summarily terminate this agreement by Written notice to the other Party, prior to the cessation of the force majeure.

## 20. CONFLICT

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- 20.1. If there is an inconsistency between any of the provisions in the main body of this agreement and the annexures or schedules, the provisions in the main body of this agreement shall prevail.
- 20.2. Where there is an inconsistency between any of the provisions under these Terms and Conditions and any Service Schedule, the provisions of the Service Schedule shall prevail where it relates to the specific Service description and/or commercial terms and conditions.

## 21. RIGHTS AND REMEDIES

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Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**22. NO PARTNERSHIP OR AGENCY**

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Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**23. THIRD PARTY RIGHTS**

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This agreement does not confer any rights on any person or party other than the parties to this agreement and, where applicable, their successors and permitted assigns.

**24. DISPUTE RESOLUTION**

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Any dispute arising from the agreement shall be subject to the following dispute resolution procedures –

- 24.1. **Informal Dispute Resolution:** The Parties shall provide their best reasonable endeavours to resolve any dispute between them arising out of, or in connection with this Agreement, including, its existence, application, breach, interpretation, validity, termination or cancellation, through the most senior level of management of each Party. For purposes of MESH, the dispute shall be referred to the MESH Compliance Officer. Contact information for the MESH's Compliance Officer can be found here [info@mesh.trade](mailto:info@mesh.trade).
- 24.2. **Mediation:** Should the parties fail to resolve the dispute in terms of Clause 24.1, the party who initiated the dispute must refer the matter to mediation at The Netherlands Arbitration Institute. Should the matter not be able to be resolved through mediation within 10 (ten) days, the party who initiated the dispute must refer the matter to arbitration in terms of Clause 24.3.
- 24.3. **Arbitration:** If the dispute cannot be resolved through senior level of management as per clause 24.1 above, or mediation as per clause 24.2 above, the dispute shall be settled in binding arbitration as set out below. By entering this agreement, the Customer waives his/her/its right to legal proceedings through a court of law and participation in a class action law suit:-
- 24.3.1. The arbitration proceedings must be conducted in accordance with the rules of The Netherlands Arbitration Institute in accordance with the Dutch Arbitration Act (as amended) to be held in Utrecht with 1 (one) arbitrator as appointed by mutual agreement between the parties, and where the parties cannot agree on an arbitrator, the appointment of an arbitrator by The Netherlands Arbitration Institute (NAI). Arbitration shall take place in English and may be attended remotely, if so agreed between the Parties.
- 24.3.2. The arbitrator appointed in terms of Clause 24.3.1 must be a suitably qualified and skilled person with experience in the financial services industry.
- 24.3.3. The decision of the arbitrator shall be in writing and be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 24.3 may be made an order of court at the instance of any Party to the arbitration.
- 24.3.4. The arbitrator must make such order as to costs as he/she deems just.
- 24.3.5. The costs of arbitration, including but not limited to the fees of the arbitrators and attorneys, shall be borne by the losing party unless the court of arbitration decides that, in light of the circumstances, such would be inequitable, in which case the arbitrators shall allocate costs among the parties.
- 24.4. **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- 24.5. **Confidential:** The parties agree to keep the mediation and arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 24.6. **Excluded relief:** This clause 24 shall not preclude either Party from seeking urgent or interim relief from the appropriate court or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

**25. NOTICES**

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- 25.1. Each Party chooses as its address for all purposes under the Contract Documents ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement ("notice"), as follows:

**the Customer**

The Physical Address, Postal Address and Email as submitted by the Customer to MESH during the registration process to MESH.

**MESH**  
 The Amsterdamse Bos  
 De Cuserstraat 93  
 1st, 2nd & 3rd floor  
 Amsterdam  
 1081 CN  
 Email: legal@mesh.trade  
 (Marked for the attention of: Managing Director)

- 25.2. Any notice required or permitted under this agreement shall be valid and effective only if in writing.
- 25.3. Either Party shall be entitled from time to time, by written notice to the other, to vary its address to any other address which is not a post office box or poste restante.
- 25.4. Any notice to either party which is -
- 25.4.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 25.1 above shall be deemed to have been received, unless the contrary is proved, within 14 (fourteen) days from the date on which it was posted; or
- 25.4.2. delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
- 25.4.3. sent by email to the addressee shall be deemed to be received, unless the contrary is proven and in the absence of any administrator or mail server error messages,, when data message enter the information system of the recipient.
- 25.5. Notwithstanding anything to the contrary herein, a written notice actually received by a party, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

## 26. GENERAL PROVISIONS

- 26.1. Entire agreement
- 26.1.1. This agreement, and any documents referred to in it, constitute the whole agreement between the parties in terms of the use of the Mesh Platform and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover, unless otherwise stated in writing.
- 26.1.2. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.
- 26.2. **Variation / Modifications:**
- 26.2.1. **The General Terms and Conditions and Service Specific Terms:** MESH may change the terms of the General Terms and Conditions and/or the Service Specific Terms from time to time in its sole discretion. Where any variation is material or may affect the right(s) of the Customer, MESH will endeavour to provide at least 30 (thirty) days notification (where reasonably possible) of such change via email (as per the email address provided by the Customer) and/or on the Customer's login to the MESH Platform.
- 26.2.2. **The Data Processing Agreement:** MESH may only change the Data Processing Agreement where such change is required to comply with Applicable Law or where such change:
- 26.2.2.1. is commercially reasonable or adjusted for a legitimate interest;
- 26.2.2.2. does not result in a degradation of the overall security of the Services;
- 26.2.2.3. does not expand the scope of or remove any restrictions on MESH processing of "Customer Personal Data," as described in the "Scope of Processing" Section of the Data Processing Agreement; and
- 26.2.2.4. does not otherwise have a material adverse impact on Customer's rights under the Data Processing Agreement.
- 26.2.3. **Authorised User Service Term (AUSA), the Acceptable Use Policy and Standard Support Policy** right to amend will be confirmed under the respective documents.
- 26.3. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 26.4. **Severance:**
- 26.4.1. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 26.4.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 26.5. **Assignment and Successors in Title:**



26.5.1. The Customer shall not, without the prior written consent of MESH, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement unless agreed to in writing by MESH.

26.5.2. MESH may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement and on such terms notified to the Customer. Where M transfers rights and obligations as per this clause, MESH will advise the Customer of the transfer in accordance with applicable law and the Customer hereby agrees that Mesh may disclose certain information relating to the Customer, including but not limited to, information that may be protected by law, your Trades and Account details to a potential assignee.

26.6. **Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law.

**END OF DOCUMENT**