



## PLATFORM TERMS AND CONDITIONS

Version Date: 6 March 2024

### **1. PURPOSE AND SCOPE**

- 1.1 The following terms and conditions and the KLDX Privacy Policy (collectively, the “**Terms**”) apply to any person or entity that registers and/or opens an account with KLDX including through [www.kldx.com](http://www.kldx.com) or any associated mobile applications, website, or APIs and/or access the KLDX Platform and, where applicable, Applicants and Issuers.
- 1.2 You understand these Terms, the Tokens terms and conditions as well as the Token Documents (where applicable), and have the full power, authority and capacity to comply with such provisions.
- 1.3 The Terms constitute a legally binding agreement between us and by you accessing and/or using the KLDX Platform, registering for and using a KLDX Account and/or subscribing to the Tokens, exercising of any rights in relation to Tokens or dealing with the Tokens in any manner whatsoever (“**Proposed Actions**”), you unconditionally accept these Terms and agree to be bound by and act in accordance with the Terms.
- 1.4 You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your Proposed Actions. Depending on your country of residence, you may not be able to use all the functions of the KLDX Platform.
- 1.5 Please read these Terms carefully before carrying out the Proposed Actions because it affects your legal rights and obligations. If you do not accept these Terms, you are required to stop carrying out any of the Proposed Actions.
- 1.6 For the purposes of these Terms, any reference to “we” “us” “our” “KLDX” and/or any similar term shall be construed as reference to Kapital DX Sdn Bhd, Kapital DX Nominee Sdn Bhd and/or its related corporations and all associated content or web pages, including the materials which are displayed, information, images, links, sounds, graphics, video, software, applications on the KLDX Platform shall collectively be referred to as the “**KLDX Materials**”.

## 2. DEFINITIONS AND INTERPRETATION

2.1 The following terms shall have the following meanings when used in these Terms unless the context otherwise requires:

<b>“Applicant”</b>	any entity who applies for admission as an Issuer and for its Tokens to be issued and listed on the KLDX Platform;
<b>“Angel Investors”</b>	refers to an individual: (a) who is a tax resident in Malaysia; and (b) whose total net personal assets exceed RM3 million or its equivalent in foreign currencies; or (c) whose gross total annual income is not less than RM180,000 or its equivalent in foreign currencies in the preceding 12 months; or (d) who, jointly with his or her spouse, has a gross total annual income exceeding RM250,000 or its equivalent in foreign currencies in the preceding 12 months;
<b>“Business Day”</b>	a day on which banks are open for general banking business in Malaysia (not being a Saturday, Sunday or public holiday in Malaysia).
<b>“CMSA”</b>	the Capital Markets and Services Act 2007, as may be amended, modified or supplemented from time to time;
<b>“Completion Date”</b>	for Equity Tokens, the date when the Shares are allotted and issued to KLDX Nominee, the registration of KLDX Nominee in the register of members of the Applicant as the holder of the Shares and for Investment Note Tokens, the date when the global certificate(s) in respect of the Investment Notes is deposited with KLDX Nominee;
<b>“Designated Bank Account”</b>	your bank account opened in your name, of which details were specified by you, at the time of the opening and may be updated from time to time;
<b>“Digital Assets Guidelines”</b>	the Guidelines on Digital Assets issued by the SC, effective 28 October 2020 and revised on 19 December 2022, as may from time to time, be amended, replaced or supplemented;

<b>“Instructions”</b>	instructions from you to us relating to any of the Proposed Actions;
<b>“Investment Notes”</b>	<p>any contract, agreement, note or other document evidencing a monetary loan, executed or offered, on or through an electronic platform, where a Participant expects a financial return, but does not include –</p> <ul style="list-style-type: none"> <li>(a) any right, option or interest in respect of such contract, agreement, note or other document;</li> <li>(b) a cheque, banker’s draft or any other bill of exchange or a letter of credit;</li> <li>(c) a banknote, guarantee or an insurance policy; or</li> <li>(d) a statement, passbook or other document showing any balance in a current, deposit or savings account;</li> </ul>
<b>“Issuer”</b>	the party which has issued Tokens being admitted and listed and not removed on the KLDX Platform;
<b>“KLDX”</b>	Kapital DX Sdn Bhd;
<b>“KLDX Nominee”</b>	Kapital DX Nominee Sdn Bhd;
<b>“KLDX Account”</b>	consist of KLDX Cash Account and KLDX Token Account;
<b>“KLDX Cash Account”</b>	the account which reflects the cash balances of the Participants on the KLDX Platform;
<b>“KLDX Materials”</b>	has the meaning assigned to it in Clause 1.6;
<b>“KLDX Platform”</b>	the multi-asset and investment platform operated by KLDX on which the Tokens are listed or admitted;
<b>“KLDX Token Account”</b>	the digital wallet which reflects the Tokens held by the Participants on the KLDX Platform;
<b>“KLDX Requirements”</b>	the provisions in the Listing Rules, Platform Terms and Conditions, Privacy Policy and/or any other terms, conditions, guidelines, policies, rules and requirements applicable to you that has been or will be published by KLDX (including those relating to the trading

	of the Tokens on the relevant platform) as may from time to time be introduced, amended, modified, supplemented or replaced;
<b>“listed”</b>	admitted to KLDX Platform and not removed, and “listing” will be construed accordingly;
<b>“Listing Rules”</b>	the rules governing the Applicants and Issuers on the KLDX Platform, as may be amended, supplemented or replaced from time to time;
<b>“Participants”</b>	a person for whom an account has been opened on the KLDX Platform and whose account is valid and subsisting (whether or not suspended);
<b>“Proposed IEO”</b>	proposed initial exchange offering through the listing and admission of Tokens by the Applicants on the KLDX Platform;
<b>“SC”</b>	the Securities Commission of Malaysia;
<b>“Security Token”</b>	digital token which is generated to represent assets or an interest in assets which may include equity, investment note, funds or any other asset as determined by KLDX;
<b>“Sophisticated Investors”</b>	refer to investors specified under the SC’s Guidelines on Categories of Sophisticated Investors or any other guidelines as may be determined by the SC under Section 377 of the CMSA;
<b>“Shares”</b>	such number of shares in the Applicant or Issuer, as determined by the Applicant or Issuer;
<b>“Subscription Application”</b>	means an application submitted by a Participant to subscribe for the Tokens;
<b>“Token”</b>	a Security Token or Utility Token which has either been issued or is proposed to be issued for purposes of being listed on the KLDX Platform;
<b>“Token Documents”</b>	in relation to any Tokens, means (a) the White

	Paper, the pricing supplement (where applicable), and includes any supplementary of the same; (b) the Constitution of the Applicant or Issuer (where applicable); and (c) the relevant agreements/documents executed or to be executed by the Applicant or Issuer, the Participants and/or third party security providers, including the subscription application, token subscription deed, deed poll and other documents relating to the Proposed IEO;
<b>“Tokenholders”</b>	a person who is a Participant and is a holder of Tokens of an Issuer; and
<b>“Utility Token”</b>	digital token which is generated to represent rights to receive goods or services or any other functionality or utility as determined by KLDX;
<b>“White Paper”</b>	the document issued by the Applicant accompanying the Proposed IEO describing, among others, the detailed information of the Applicant, the Proposed IEO and the purpose of the Proposed IEO and includes supplementary white paper(s) and/or pricing supplement(s) (if applicable).

2.2 Unless the context requires otherwise:

- (a) all headings are for convenience only, and do not affect the interpretation of these Terms;
- (b) words importing the singular include the plural and vice versa, and words importing the masculine include any gender;
- (c) the meaning of general words is not limited by specific examples introduced by expressions such as, “including”, “for example”, “such as”, or such similar expressions, and the word “includes” or “including” as used in these Terms shall be construed to mean “includes without limitation” or, as the case may be, “including without limitation”;
- (d) a reference to a document is to that document as amended, supplemented or replaced;
- (e) a reference to a “person” includes an individual, any type of entity, a body corporate, a partnership, a joint venture, an unincorporated association and an authority;

- (f) reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) "law" includes common law, principles of equity and legislation (including regulations, rules, by-laws, ordinances and proclamations) and includes any consolidations, amendments, re-enactments or replacements of any of them;
- (h) a reference to "in writing" means in legible form and capable of reproduction on paper, and includes electronic communication;
- (i) a reference to "material" includes the ability to affect the outcome of a decision or an application;
- (j) a reference to anything, including an amount, right, obligation or concept includes the whole and each part of it;
- (k) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (l) if a person must do something on or by a given day and it is done after 5.00 p.m. (Malaysian time), it is taken to be done on the next Business Day;
- (m) if the day on which a person must do something is not a Business Day, the person must do it on the next Business Day; and
- (n) notwithstanding anything to the contrary, where any of our rights are specified to be at our "discretion", shall be construed to refer to our "sole, unfettered and absolute discretion"; any determination to be made by us or any exercise by us of any rights or entitlement may be made at our sole, unfettered and absolute discretion and, in every case, shall be conclusive and binding on you.

### **3. GENERAL**

#### ***Additional Information and Due Diligence***

- 3.1 Upon request, you may need to provide us with information for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and complete certain verification procedures before you are permitted to open a KLDX Account, access and/or use the KLDX Platform. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth and government identification documents, including those of your directors or shareholders, etc.
- 3.2 By providing us with the information described above, you permit us to keep a record of the information and confirm that the information is accurate and authentic. You authorise us to make the inquiries, whether directly or through third party applications, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we deem reasonably necessary.



- 3.3 We will not accept Applicants who have any of the following U.S. indicia:
- (a) Any corporation, partnership or entity organized or incorporated in or under the United States of America or its territories("U.S.");
  - (b) Citizens of or resident (whether permanently or temporarily) in U.S.;
  - (c) Any person or entity with a U.S. registered and/or mailing address;
  - (d) Any person or entity with a U.S. Taxpayer Identification Number (TIN) or pays taxes in U.S.;
  - (e) Any trust of which any trustee is a citizen or, resident (whether permanently or temporarily) in or pays taxes in the U.S.
- 3.4 We reserve the right to, at any time:
- (a) decline your request to open a KLDX Account or decline access to or use of the KLDX Platform in our sole discretion;
  - (b) restrict or suspend your KLDX Account when we, in our sole discretion, consider it necessary to carry out further identity verification, due diligence and/or investigations; or
  - (c) terminate your KLDX Account if you provide, or we suspect you have provided, false information or refused to provide information we require for identity verification and/or further due diligence.
- 3.5 You accept and agree that there may be delays in accessing your KLDX Account, or in carrying out transactions through your KLDX Account when we undertake any identity verification and/or due diligence procedures.

### ***Account Security***

- 3.6 To carry out the Proposed Actions, you will be required to create an account with us. In creating an account for you, a Username and Password may either be: (i) determined by and issued to you by us; or (ii) provided by you and accepted by us in our sole discretion, subject to any terms of use that we may require. The username and password are for your personal use only and these may not be transferred to any other person or entity. In this context, "**Username**" refers to the unique login identification name or code which identifies you, and "**Password**", refers to the valid password that you may use in conjunction with the relevant Username to access your KLDX Account and/or the KLDX Platform.
- 3.7 Further details about registration are available on [www.kldx.com](http://www.kldx.com).
- 3.8 You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. The Username and Password are strictly for your own personal use and should not be transferred to any other person. You will be responsible for any use of the KLDX Platform by anyone using your log-in details.

3.9 Access to and use of password-protected and/or secure areas of the KLDX Platform are restricted to authorised users only.

3.10 We take security very seriously. However, you are responsible for the following:

- (a) maintaining adequate security and control over your KLDX Account sign in details, including but not limited to passwords or other appropriate log-in details of your accounts (including changing your password from time to time), failing which you shall be liable for any disclosure of or use of such password, whether authorised or not;
- (b) ensuring the security adequacy and sufficiency of the systems and devices that you use to access your KLDX Account and/or the KLDX Platform;
- (c) use of appropriate and updated virus-checking, anti-virus, anti-spyware, anti-malware, firewall software and other security software on your computers and mobile devices with security patches or newer versions on a regular basis;
- (d) to immediately notify us if you have any reason for suspecting that the confidentiality of your username and/or password has been compromised or if there has been any unauthorised use of your username and/or password;
- (e) keeping your contact details up to date so that you can receive any notices or alerts we may send you in relation to security;
- (f) enabling any additional security features available to you, including the activation of 2-factor authentication for your KLDX Account;
- (g) maintaining security and control over the email mailbox, phone number and 2-factor authentication applications or devices associated with your KLDX Account;
- (h) carry out regular backup of critical data;
- (i) consider the use of encryption technology to protect highly sensitive or confidential information;
- (j) log off from the KLDX Platform at the end of an online session;
- (k) clear the browser cache after an online session;
- (l) refrain from installing any software or running or executing programs of unknown origin;
- (m) avoid opening email attachments from unknown senders or from unknown email;
- (n) exercise caution not to disclose any personal, financial or credit card data to websites that are little-known, suspicious, or do not have a matching website domain URL service; and





- (o) refrain from using public or internet cafe computers to access online services or perform financial transactions.
- 3.11 You must comply with any instructions we give you about how to use your KLDX Account and/or the KLDX Platform. You must not do anything that interferes with or adversely affects the normal operation of the KLDX Platform (including the ability of other users to access or use the website).
- 3.12 We reserve the right, at our sole discretion, in accordance with the provisions in these Terms to (a) suspend your KLDX Account and/or invalidate the Username and/or Password; (b) refuse to complete, block, cancel or reverse a transaction you have authorised (even if funds have been debited from your KLDX Cash Account or Tokens from your KLDX Token Account); and/or (c) deactivate or terminate your KLDX Account with immediate effect, without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such actions.

### ***Instructions by Participants***

- 3.13 You shall ensure that any Instructions to KLDX as well as any information provided in relation thereto is accurate, complete, clear and free of omissions.
- 3.14 All Instructions shall be given in English.
- 3.15 In the event we receive an Instruction after the cut off time, we will act on the Instruction on the next Business Day, but shall incur no liability if, having exercised reasonable efforts to act on the Instructions, is unable to do so.
- 3.16 Without prejudice to these Terms, all Instructions provided by you to us through the KLDX Platform shall continue in full force and effect until notice of any change is received by us through the KLDX Platform, and we shall be entitled to act upon and rely on all such Instructions.
- 3.17 In the event we are unable to process any Instruction received from you, we shall, to the extent reasonably practicable, promptly inform you through the KLDX Platform as to the reasons for the said inability or failure.
- 3.18 You acknowledge and agree that any decision of the Tokenholders made in accordance with the Token Documents may be conveyed to the Issuer by KLDX or through the KLDX Platform.
- 3.19 In the event the Issuer fails to pay any amount that has fallen due, KLDX may, at the instruction of the Tokenholders in accordance with the Token Documents and any arrangement between KLDX and the Tokenholders:
  - (a) appoint third parties to recover the unpaid amounts from the Issuer and/or security providers;
  - (b) appoint legal counsels to commence legal proceedings against the Issuer; and/or



- (c) take any course of action as may be appropriate to enforce the rights of the Tokenholders as provided under the Token Documents.

All cost related to the recovery of the debt may be deducted from the recovered sum received from the Issuer before disbursing to the Tokenholders accordingly or in accordance with the provisions in the Token Documents.

3.20 KLDX and/or the KLDX Platform shall not be in any way deemed as the agent of the Tokenholders nor any agency relationship is or will be created with the Tokenholders and its role under Paragraph 3.19 above is purely administrative and mechanical. KLDX and/or the KLDX Platform shall not be liable to you or any third party, and hereby disclaims, for:

- (a) any cost, expenses, liabilities, losses or damages resulting from or related to actions taken or omitted to be taken by KLDX and/or the KLDX Platform in connection with matters contemplated in Paragraph 3.19 except to the extent that such losses are the direct result of fraud on the part of KLDX and/or the KLDX Platform as determined by a final judgement of a court with jurisdiction; and
- (b) any indirect, consequential, special or punitive loss, damage, cost or expense, unforeseeable losses or damages, loss of profit, loss of business, loss of reputation, depletion of goodwill or loss, damage or corruption of data.

3.21 You shall fully indemnify KLDX, the KLDX Platform and/or its related corporations (“**KLDX Affiliates**”) from and against any and/or all claims, charges, actions, proceedings, losses, liabilities, damages, expenses and demands (including, but not limited to fees and expenses in connection with the investigation of, preparation for, or defence of, any inquiry, inspection or investigation or any pending or threatened litigation or proceedings) which KLDX, the KLDX Platform and/or KLDX Affiliates may incur or suffer in any jurisdiction, and which in any case are directly or indirectly occasioned by or result from or are attributable to anything done or omitted in relation to or arising from or in connection with Paragraph 3.19.

### ***Authorisations***

3.22 You authorise us to perform the services and/or transactions in the manner described in these Terms and the KLDX Requirements, including the creation, transfer, deactivating of Tokens, conducting settlements through smart contracts and debiting and crediting your KLDX Account.

### ***Records of Transactions***

3.23 Any records which we maintain on communications, Instructions, transactions or operations made or performed, processed or effected on the KLDX Account and/or KLDX Platform with you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, shall be conclusive evidence of such communications, transactions, Instructions or operations and binding on you.

### ***Electronic Communications and Internet Access***

3.24 You accept and agree that:

- (a) any communications, agreements, notices and/or any other documents (together “**Communications**”) relating to your KLDX Account and/or the KLDX Platform will be provided to you electronically by posting them on the KLDX Platform, emailing them to the email address you have provided to us, or through any other form of electronic communication. You consent to receiving all Communications electronically and based on the above medium;
- (b) you will at all times have available to you the necessary hardware and software to receive, access and retain Communications sent to you electronically, including a device with an internet connection and a valid and accessible email address; and
- (c) you assume full responsibility for providing us with a valid and accessible email address to which any Communications may be sent, and for ensuring that email address and any other contact information is kept up to date. Any Communication sent to the email address you have provided to us will be deemed to have been received by you. You can amend your contact information by signing-in to your KLDX Account and accessing the Settings page.

3.25 You may at any time withdraw your consent to receiving Communications electronically by contacting us at [support@kldx.com](mailto:support@kldx.com). You acknowledge that failure to give, or withdrawing, consent to receiving Communications electronically puts the security of your KLDX Account at risk and that we reserve the right to close your KLDX Account in the event you fail to give, or withdraw, your consent to the receipt of Communications electronically.

3.26 We are hereby authorised to reproduce, use, disclose, host, publish, transmit and distribute without limitation, all contents or any part of transmissions or communications you make or submit through the KLDX Platform or any part thereof and you hereby grant to us and our partners, agents and/or representatives, a non-exclusive, world-wide, royalty-free, irrevocable licence and right to do the same.

### ***Error or Fraudulent Transactions***

3.27 All transactions are final and binding on you, except where provided for in Paragraph 3.28 to Paragraph 3.30. You shall honour all transactions executed, unless and until the transaction is cancelled or reversed in accordance with Paragraph 3.28 to Paragraph 3.30.

3.28 We may, at our discretion, identify and review any transactions executed or to be executed for you to determine whether such transactions are error transactions or fraudulent transactions (including any application or transactions relating to the subscription of Tokens).

3.29 If we determine that the transaction is an error transaction (for example, due to a technical and/or system failure or fraudulent transaction we may, at our discretion, cancel and/or reverse the error or fraudulent transaction.

- 3.30 You agree that any decision made by us on whether a transaction is an error transaction or fraudulent transaction or not as well as the actions taken relating to the same is conclusive and binding on you and you shall not challenge or dispute the validity of such decision, and we shall not be obliged to give any reasons for our decision.

***Compliance with Applicable Laws, Guidelines***

- 3.31 You agree to comply with these Terms, the KLDX Requirements as well as all applicable laws, guidelines, notices, rules and policies relating to the Proposed Actions together with such amendments to the aforementioned, including those which we may issue from time to time.
- 3.32 You agree that we may, at our absolute discretion, deny you access to your KLDX Account, the KLDX Platform and/or KLDX Materials for any reason, including without limitation, if we believe that you have violated or acted inconsistently with any terms or conditions in these Terms or the KLDX Requirements, or if in our opinion or the opinion of any regulatory authority, that it is not suitable to continue providing the services relating to the KLDX Account and/or the KLDX Platform.

***Prohibited Activities***

- 3.33 You will not undertake any activity that will result in us being in breach or non-compliance with applicable laws or otherwise be detrimental to the interests, integrity and reputation of KLDX.
- 3.34 You will not undertake any activity that would result in the KLDX Platform, your KLDX Account and/or the Tokens to be used for or to facilitate any illegal, unethical, fraudulent, or unauthorised activities.
- 3.35 You will not engage in any of the following prohibited conduct:
- (a) transmitting or uploading any material or software that contains, or which you have reason to suspect contains, computer viruses, trojan horses, worms or other harmful, malicious, destructive or corrupting code, agent, program or macros;
  - (b) disseminating any information or material through the KLDX Platform, which is misleading, incomplete, erroneous, offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which are otherwise objectionable;
  - (c) carrying out any fraudulent activity which may defraud KLDX or any of the Participants;
  - (d) providing any false, inaccurate, or misleading information to us;
  - (e) carrying out any transactions or otherwise using the KLDX Account and/or KLDX Platform to facilitate or enable illegal activity, promote or facilitate hate, violence or racial intolerance or which may be considered obscene, etc;

- (f) use your KLDX Account and KLDX Platform other than in accordance with the acceptable use policies of any connected computer networks, applicable internet standards and any other relevant laws;
- (g) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (h) using the account information of any other party to access the KLDX Account and/or KLDX Platform;
- (i) transferring your account access or rights to any third party, unless by operation of law or with our express permission; and
- (j) to view, listen to, download, print or use the KLDX Materials, documents or information on the KLDX Platform for any other purpose other than as allowed under applicable laws.

#### ***Fees and Expense***

3.36 There are fees and/or charges imposed by us for the services provided by us in relation to the Proposed Actions and/or the KLDX Platform. All applicable fees are as set out on the KLDX website.

#### ***Investment Limits***

3.37 Your investment in a Proposed IEO is subject to the following limits:

- (a) for Sophisticated Investors: No restriction on investment amount;
- (b) for Angel Investors: a maximum of RM500,000.00 within a 12-month period; and
- (c) for retail investors: a maximum of RM2,000.00 per Applicant or Issuer with a total investment limit not exceeding RM20,000 within a 12-month period.

## **4. KLDX ACCOUNT**

### ***General***

- 4.1 Your KLDX Account consists of the KLDX Cash Account and the KLDX Token Account.
- 4.2 Your KLDX Cash Account is your account which reflects your cash balances on the KLDX Platform.
- 4.3 Your KLDX Token Account is your digital wallet which reflects your Tokens holdings on the KLDX Platform.
- 4.4 There is no interest payable on the cash balance in your KLDX Account. However, KLDX may, at its sole discretion determine otherwise and you shall be updated or notified accordingly. KLDX is authorised, but is not obliged to, invest and place any cash balances in your KLDX Account in capital protected fixed deposits, interest-bearing accounts and/or money market instruments.



- 4.5 You acknowledge, agree, and undertake that you may only use the monies in your KLDX Cash Account and Tokens in your KLDX Token Account for the sole purpose of making payment for the subscription or transfer or trading of Tokens (including payment for any ancillary fees imposed by KLDX) and shall not be used for any other purpose and will not create or allow any encumbrance or security interest to be created over your KLDX Cash Account and/or KLDX Token Account.
- 4.6 You acknowledge that you are solvent and will ensure that you have sufficient funds in your KLDX Cash Account or Tokens in your KLDX Token Account for the purpose of participating in any transactions through the KLDX Platform (including for Subscription Application or to pay any fees imposed by us) and acknowledge that insufficient balance may result in you not being able to proceed with an order/request/action.
- 4.7 The terms governing your use of the KLDX Account are as expressly set out in these Terms, and subject to any applicable laws, limitations and conditions set forth thereon and the KLDX Requirements.
- 4.8 You shall bear all bank charges, fees and any other costs that may arise in relation to the transactions related to your KLDX Cash Account and KLDX Token Account.

#### ***KLDX Cash Account***

##### ***Transfer of Funds in your KLDX Cash Account***

- 4.9 If you wish to transfer funds to your KLDX Cash Account, you shall first deposit the relevant funds/subscription amount into the bank account designated by KLDX ("**KLDX Designated Account**") from your Designated Bank Account and include such reference details as required by us from time to time on the payment gateway or bank transfer request. Where other payment currency is accepted by KLDX, the amount transferred shall be calculated based on the applicable exchange rate as determined by KLDX and/or the relevant bank.
- 4.10 The KLDX Designated Account shall be a customer segregated account maintained with a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013, or such other custodian that we are permitted to maintain a custody account with, in respect of the same (or as otherwise required by applicable law).
- 4.11 Upon KLDX's receipt of the request to transfer funds into your KLDX Cash Account, KLDX will determine whether to accept or reject the said transfer. Such determination may be made in our absolute discretion and shall ordinarily take place within two (2) Business Days, although we reserve the right to take longer period as necessary to determine the source of funds and other account information or for any other reason before determining whether to accept or reject the monies requested to be credited into your KLDX Cash Account.
- 4.12 You are solely responsible for ensuring that the funds transferred to the KLDX Designated Account is without errors and that the information provided in the bank transfer request is accurate.
- 4.13 All monies requested to be transferred to or from your KLDX Cash Account must be to or from a Designated Bank Account.



- 4.14 We reserve the right to reject any requests for monies to be transferred to or from your KLDX Cash Account, if any funds transfer request is received from or requested to be transferred to or from a non-Designated Bank Account or for any other reason as KLDX determines in accordance with its internal policies and procedures.
- 4.15 We are not a bank. The value stored or reflected in your KLDX Cash Account is not a deposit, is not insured and is not the subject of any banker's guarantee.
- 4.16 We shall carry out all administrative matters relating to your KLDX Cash Account (such as processing refunds of monies in your KLDX Cash Account), as contemplated under these Terms.
- 4.17 Except as otherwise provided by us, every request for withdrawal of monies from your KLDX Cash Account shall be carried out by submitting to us a withdrawal request through the KLDX Platform, indicating the desired amount to withdraw from your KLDX Cash Account ("**Withdrawal Request**").
- 4.18 You confirm that you have deemed personal knowledge of every Withdrawal Request placed through your KLDX Cash Account. Such knowledge shall include the amount being withdrawn and any other information which may be entered or otherwise transmitted through the KLDX Platform.
- 4.19 Upon receipt of the Withdrawal Request, we will consider the same and decide whether to accept or reject the said Withdrawal Request. At this stage, the withdrawal amount to be withdrawn from your KLDX Cash Account will be earmarked until released by KLDX.
- (a) where we accept a Withdrawal Request, we shall:**
- (i) within two (2) Business Days of our receipt of the Withdrawal Request, or of our receipt of such additional documentation or verification as may be required by us, :
    - (aa) notify you of confirmation of the Withdrawal Request through the KLDX Platform or by email ("**Confirmation Notification**") and we will update your KLDX Cash Account Balance; and
    - (bb) unless you notify us otherwise, within two (2) Business Days from the Confirmation Notification, you shall be deemed to have accepted the amount transferred as correct and agree to discharge us from any liability whatsoever.
- (b) where we reject the Withdrawal Request, we shall,** within two (2) Business Days of receiving the Withdrawal Request, notify you, through the KLDX Platform or by email, of our rejection of the Withdrawal Request.
- 4.20 You are responsible for ensuring the accuracy of the information provided in a Withdrawal Request.
- 4.21 We may reject any Withdrawal Request or take longer than the period stipulated in Paragraph 4.19 to process a Withdrawal Request.



- 4.22 Our determination of the KLDX Cash Account Balance as determined from the records of KLDX shall, save for manifest error, be deemed to be conclusive and binding on you.
- 4.23 KLDX shall be entitled to reject a Withdrawal Request if KLDX determines that you have breached any of the KLDX Requirements.

### ***KLDX Token Account***

#### ***General***

- 4.24 Your KLDX Token Account shall be used to store Tokens only and you are not allowed to store any other tokens or blockchain-based tokens (including cryptocurrency tokens, security tokens or other tokens).

#### ***KLDX as Custodian of Tokens***

- 4.25 You authorise us to act as custodian in accordance with these Terms.
- 4.26 The appointment, and any authorisation in connection with such appointment, shall be effective from the issuance of your KLDX Token Account until the termination of your KLDX Token Account by us and/or you (save that in the event there are balance Tokens in your KLDX Token Account after the Termination Date, until the date on which the total Tokens balance becomes zero).
- 4.27 We will issue a KLDX Token Account in your name and maintain the KLDX Token Account.
- 4.28 On our books and records, the portion of the KLDX Token Account which holds your Tokens shall be opened, maintained, and earmarked as a custody account held on trust for you.
- 4.29 The Tokens stored in your KLDX Token Account, are held by us on your behalf of and for your account.
- 4.30 Your Tokens are segregated from the Tokens of other persons.
- 4.31 You authorise us to carry out the following:
- (a) hold Tokens in the KLDX Token Account on behalf of and on your account;
  - (b) accept Tokens in the KLDX Token Account from Applicant or Issuers pursuant to your Subscription Applications and other parties;
  - (c) earmark the relevant quantity of Tokens in connection with a transfer order/instructions;
  - (d) transfer, exchange, deliver or handle the Tokens (in full or in part) in your KLDX Token Account as follows:
    - (i) where there is sale of the Tokens and payment has been credited into the relevant KLDX Cash Account, in accordance with the instructions;
    - (ii) in the case of an exchange, surrender and conversion into other securities or cash pursuant to a plan of merger, consolidation, reorganisation, recapitalisation, or readjustment as approved by the Participants or where approval is not required as permitted under the Token Documents;





- (iii) upon redemption, surrender, exchange or conversion of the Tokens pursuant to the applicable Token terms and conditions and/or Token Documents into other securities;
- (iv) upon the exercise of subscription, purchase or other similar rights represented by the Tokens;
- (v) as otherwise required or permitted pursuant to these terms and the other KLDX Requirements or any applicable laws or regulations; or
- (vi) as otherwise may be directed pursuant to the Instructions, take the following actions in relation to the Tokens:
  - (aa) promptly send to you all relevant notices and other communications in relation to the Tokens as may be received by us and inform you of any rights or rights entitlements in connection with, attached to or otherwise arising from the Tokens;
  - (bb) seek your Instructions; and
  - (cc) where applicable, facilitate the payment of dividends, interest/profit payments and other entitlements.

#### ***Issuance/Use of the KLDX Token Account***

- 4.32 Once you have been successfully registered with us, you will be issued a specific KLDX Token Account. All Tokens will be allotted directly to your KLDX Token Account.
- 4.33 You must ensure that your KLDX Token Account is used in accordance with these Terms. You must submit a request or Instruction through the KLDX Platform or otherwise as stipulated in the KLDX Requirements in order to carry out transactions involving your KLDX Token Account (including the transfer or trading of the Tokens).
- 4.34 You must implement all necessary measures to ensure that your KLDX Token Account is secured. This may include installing the required password(s) or other credentials necessary to access the same.
- 4.35 You acknowledge that your KLDX Token Account and all Tokens stored and whatsoever transactions which are carried out in your KLDX Token Account, is your sole responsibility.
- 4.36 You acknowledge that any action performed from your KLDX Token Account shall be treated by KLDX as your action, regardless of whether it has been authorised by you, and you agree to honour and be bound by all activities and transactions (including orders/requests) undertaken/taking place under your KLDX Token Account.



- 4.37 You acknowledge that your KLDX Token Account (and any ownership, receipt or possession thereof) do not carry within them any rights, use, purpose, value, attributes, functionalities or features, and do not represent or confer any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to us and/or our related corporations other than those provided for in these Terms.
- 4.38 Unless allowed otherwise by KLDX, you acknowledge that you shall only subscribe, trade or deal with the Tokens for your own account and may not do so for and on behalf of any other person.
- 4.39 Unless otherwise specified in the KLDX Requirements, you may only use your KLDX Token Account for the following purposes and in the manner provided below:
- (a) your KLDX Token Account is to be used exclusively to receive or send Tokens through the KLDX Platform or, for purpose of trading of the Tokens; and/or
  - (b) we reserve the right to impose any limits with respect to your KLDX Token Account. These limits may include the number of Tokens that may be held in your KLDX Token Account, any limits on the orders and/or requests that may be made through your KLDX Token Account and on transactions carried out using your KLDX Token Account.

#### ***Suspension and Termination of KLDX Token Account***

- 4.40 Where a request is made by you to terminate your KLDX Token Account, we may carry out such request if there are no Tokens in your KLDX Token Account.
- 4.41 We may, at our discretion, suspend/terminate your KLDX Token Account in the following circumstances.
- (a) where we determine that you have contravened these Terms or other KLDX Requirements or any applicable laws or regulations;
  - (b) in the event of your death, bankruptcy, winding up or insolvency (as the case may be);
  - (c) where we are required or deem it necessary to comply with applicable laws and regulations; and/or
  - (d) where we are no longer licensed, approved, registered (or otherwise exempt from licensing, approval and/or registration requirements) to carry out our business/operate the KLDX Platform.
- 4.42 We shall notify you of the effective date of suspension (“**Suspension Date**”), or the date of termination (“**Termination Date**”) through the KLDX Platform or such other means as we may determine. The termination shall take effect with immediate effect or such time as we may determine.
- 4.43 In the event of a termination by us, you undertake, acknowledge, and accept the following:
- (a) you shall, prior to the Termination Date, on a best effort basis, take the necessary steps to divest your Tokens, subject to any applicable laws and regulations as well as the KLDX Requirements;



- (b) subject to Paragraph 4.43(c) below, you will not, on and from the Termination Date, be able to access and/or use your KLDX Token Account and/or deal with your Tokens;
- (c) in the event that there are balance Tokens in your KLDX Token Account after the Termination Date, the following shall apply:
  - (i) you are permitted to transfer your Tokens solely for the purpose of divesting the balance Tokens;
  - (ii) you grant us the right to transfer your Tokens for and on your behalf in order to divest the balance Tokens, and you agree and acknowledge that we are entitled to transfer or divest such balance Tokens on such terms and to such party as we think fit and that we shall not be liable for any loss upon the same; and/or
  - (iii) you shall be required to continue to pay to us the relevant fee for the period from the Termination Date and up to the date on which the total Tokens balance becomes zero, without pro-rating for any partial month.

4.44 On the Termination Date, you shall remain liable to us and/ or any other person (including the Issuer or Participants) for any liabilities incurred during the period you held your KLDX Token Account.

4.45 In the event of a suspension by us, you undertake, acknowledge, and accept that on and from the date of suspension:

- (a) you must act in accordance with our directive in relation to any of your outstanding obligations and any applicable Tokens in your KLDX Token Account;
- (b) all pending (including transfers, trading, or withdrawals) and Subscription Applications will be cancelled; and
- (c) you will not be able to access and/or use your KLDX Account, including the Tokens.

***Replacement of KLDX Token Account/Tokens***

4.46 We may replace your KLDX Token Account in the event that your password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.47 We may, at our discretion, but are under no obligation to, issue any replacement Tokens in the event that any Tokens, password, or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.48 In the event we decide to replace a Token, we shall first validate your identity and if it is deemed satisfactory by us, we will proceed to issue replacement Tokens to your KLDX Token Account.



## 5. SUBSCRIPTION AND TRANSFER OF TOKENS

### *General*

- 5.1 The Tokens are issued by the respective Applicants or Issuers and may only be stored in KLDX Token Account and used solely on the KLDX Platform in accordance with these Terms. Save for the trading of the Tokens on the KLDX Platform or on such other approved trading platform selected to administer the trading of the Tokens (“**Trading Platform**”) in accordance with the rules, requirements and procedures of such Trading Platform, the Tokens are not permitted to be stored, listed or traded outside of the KLDX Platform, and are not intended to be, and shall not be understood, deemed, interpreted or construed to be or be representative of any kind of currency (including digital currency), legal tender, money or deposit.
- 5.2 The only rights granted in respect of the Tokens are as expressly set out in these Terms, the respective White Paper, the Token Documents and subject to any applicable laws, limitations and conditions set forth in these Terms and the KLDX Requirements.
- 5.3 The provisions in this Paragraph 5 sets out the procedure for the issuance of the Tokens by an Applicant or Issuer and also your subscription of the Tokens, where applicable. These Terms must be read together with the respective White Paper, the Token Documents and subject to any applicable laws, limitations and conditions set forth herein and the KLDX Requirements. In the event there are any conflicts between the respective agreements/documents as mentioned above with these Terms, the provisions of these Terms shall prevail.

### *Terms and Procedures for the Subscription of the Tokens*

- 5.4 An Applicant or Issuer who intends to issue and list Tokens is subject and must comply with the Listing Rules, in addition to the KLDX Requirements.
- 5.5 Unless the Applicant or Issuer specifies otherwise in the White Paper, the Constitution of the Issuer (where applicable), the Token Documents, the process for the issuance of the Tokens will be carried out on the KLDX Platform as set out below.
- 5.6 Upon the Applicant or Issuer obtaining the approval from us:
- (a) the White Paper and the Token Documents may be made available to Participants eligible for participation in the Proposed IEO offering
  - (b) if you intend to subscribe for the Tokens, you shall, within the offering period or such other period as may be specified by KLDX, submit a Subscription Application to KLDX through the KLDX Platform or in any other manner as may be approved by KLDX. The Subscription Application is received by KLDX on behalf of the Applicant or Issuer; and
  - (c) the Subscription Application must state, amongst others, the quantity of Tokens you intend to subscribe.
  - (d) Upon expiry of the Cooling-Off Period, the Subscription Application will be deemed to be irrevocable and unconditional, and you may not cancel or amend the Subscription Application thereafter.
  - (e) Payment for the Subscription Application will be done through existing funds in the KLDX Cash Account or a top up through the available channels. All monies



must be available in your respective KLDX Cash Account prior to submission of the Subscription Application, otherwise the Subscription Application will be deemed null and void and you shall fully indemnify KLDX for all cost, expenses, claims, charges, losses, liabilities, and damages due to such failure to pay or insufficient funds in your KLDX Cash Account.

- 5.7 You confirm that you have personal knowledge of the details of every Subscription Application placed through your KLDX Account (or in any other manner as approved by KLDX) including the subscription price, quantity of Tokens intended to be subscribed, and any other information which may be entered or otherwise provided through the KLDX Platform. You must ensure accuracy and completeness of all information provided in the Subscription Application.
- 5.8 Your Subscription Application shall be deemed to be an offer by you subject to the provisions in the Token Documents.
- 5.9 The Applicant or Issuer shall at its own discretion accept your offer in whole or in part, and any such acceptance shall constitute a binding agreement between you and the Applicant or Issuer for the subscription of the Tokens. For the avoidance of doubt, the subscription of the Tokens is between you and the Applicant or Issuer only and the applicable Token Documents shall constitute an agreement entered into directly and only between you and the relevant Applicant or Issuer. The Applicant or Issuer shall be the sole entity liable to you (if any).
- 5.10 In the case of the Proposed IEO, once the offering period has ended, a Cooling-Off Period will commence (subject to meeting the minimum subscription amount). The Proposed IEO is deemed successful if the minimum subscription amount is still met at the end of the Cooling-Off Period. Upon expiry of the Cooling-Off Period, the following shall apply:

***If the Applicant or Issuer accepts the Subscription Application:***

- (a) within three (3) to five (5) Business Days after the expiry of the Cooling-Off Period, the Tokens will be credited to your KLDX Token Account and recorded on the blockchain, and the subscription monies will be debited from your KLDX Cash Account and the Tokens shall be deemed to be issued to you;
- (b) if any of the condition's precedent to the issuance of the Tokens have not been fulfilled or if the Tokens proposed to be issued by the Applicant or Issuer has not met the targeted amount sought to be raised, the subscription monies shall be refunded to your KLDX Cash Account within three (3) Business Days from the date of notification to you;
- (c) if you notify KLDX of your intention to exercise your cooling-off right and cancel your Subscription Application within the Cooling-Off Period in accordance with the Digital Assets Guidelines, KLDX Requirements and the White Paper, the subscription monies shall be refunded to your KLDX Cash Account within three (3) Business Days from the date of KLDX's receipt of your notification;



***If the Issuer rejects the Subscription Application:*** your KLDX Token Account will not be credited with any Tokens and your subscription monies for such Subscription Application shall be refunded to your KLDX Cash Account within three (3) to five (5) Business Days after the expiry of the Cooling-Off Period

***If the Issuer partially accepts the Subscription Application:*** and allocates part of the Tokens you applied for in the Subscription Application, your KLDX Token Account will be credited with such Tokens allocated and issued by the Issuer, the subscription monies for such allocated Tokens will be debited from your KLDX Cash Account and the subscription monies in respect of the Tokens which were not allocated and issued to you shall be refunded to your KLDX Cash Account within three (3) to five (5) Business Days after the expiry of the Cooling-Off Period.

- 5.11 You are to refer to the Token Documents for the terms and conditions relating to the Tokens.
- 5.12 You acknowledge and warrant that in subscribing, holding or by otherwise using any Tokens, you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of the Applicant or Issuer which has not been stated expressly in the relevant Token Documents or upon any descriptions or illustrations or specifications contained in any document including any material produced by either KLDX, the Applicant or Issuer.
- 5.13 Save as set out in these Terms and in the Token Documents, the Tokens and any purchase, ownership, receipt or possession thereof carry no other rights, use, purpose, value, attributes, functionalities or features, and do not provide a share in, stake or any other equivalent rights, or any right to receive future revenue, shares, intellectual property rights or any other form of participation in or relating to KLDX and/or its related corporations and/or the Applicant or Issuer.
- 5.14 The relevant terms and conditions imposed by the Applicant or Issuer in the Token Documents are subject to the provisions, limitations and conditions under applicable laws and the KLDX Requirements.
- 5.15 Tokens are not permitted to be withdrawn from your KLDX Token Account, save as permitted under these Terms.
- 5.16 The validity and expiry of the Tokens shall be as set out in the applicable Token Documents and subject to any applicable laws and regulations and the KLDX Requirements.
- 5.17 We shall not be liable for any losses suffered or incurred by you and/or any third party arising out of or in connection with any act, inaction, omission, fraud, negligence or insolvency of any Issuer, including any breach or failure by the Applicant, Issuer or any party to comply with the applicable Tokens terms and conditions or the Token Documents.
- 5.18 We are not responsible for ensuring and/or do not warrant that the Applicants or Issuers shall comply or have complied with the Listing Rules, KLDX Requirements, the applicable Tokens terms and conditions and/or the Token Documents.

- 5.19 KLDX does not make any representation, either express or implied, warranty or endorsement and shall not be liable in any way for any of the following matters:
- (a) the quality, reliability, safety, legality, quantity or merits of investing in the Tokens, the description of the Applicant or Issuer, Tokens and the assets represented by the Tokens (as the case may be); and
  - (b) the accuracy, authenticity or validity of any document or instrument given, issued, delivered, submitted or lodged by any Applicant or Issuer at any time.

***Tradability, Transferability and Transmission of the Tokens***

- 5.20 You acknowledge that the tradability of the Tokens shall remain subject to the terms and conditions of the relevant Trading Platform.
- 5.21 You acknowledge that subject to the relevant terms and conditions to be issued by KLDX and the Token Documents, apart from the trading of the Tokens on the Trading Platform, the Tokens may only be transferred or transmitted in the following circumstances:
- (a) transfer to family members of the Tokenholders, namely the spouse, parent or child (including adopted child) who must be Participants on the KLDX Platform;
  - (b) transmission to a person by operation of law who must be a Participant on the KLDX Platform and in case of the death of a Tokenholder, the only persons recognised as having any title to the interest of the deceased is the legal personal representatives of the Tokenholder. Any document which is by law sufficient evidence of probate of the will or letters of administration of the estate of a deceased person having been granted to a person shall be accepted by the Issuer as sufficient evidence of the grantor,
  - (c) as may be permitted by the KLDX Platform under the KLDX Requirements or as may be decided in the absolute discretion of KLDX
- 5.22 For the avoidance of doubt, the trading, transfer and transmission of the Tokens shall at all times be subject to the rules and requirements of the Trading Platform.

**6. NOMINEE**

***Appointment of KLDX Nominee***

- 6.1 You agree to the appointment of KLDX Nominee as your nominee with respect to the underlying products (including Shares and the Investment Notes), subject to provision in these Terms.
- 6.2 You acknowledge and agree that:
- (a) With regard to the Shares:
    - (i) the Shares shall be registered and held by KLDX Nominee as your nominee and “bare trustee”;
    - (ii) KLDX Nominee has no beneficial interest in the Shares except in its capacity as your nominee;
    - (iii) the beneficial interest to the Shares shall be held by you;

- (iv) the relationship between KLDX Nominee and you shall be that of principal and nominee only and there is no intention to create a relationship of partnership or agency;
  - (v) for KLDX Nominee to generally, act on and give effect to your Instructions and to carry out and/or perform any or all actions whatsoever which you may have the power to do, carry out or perform in relation to the Shares (save for those set out in the Token Documents to be carried out and/or performed directly by the Tokenholders) including without limitation executing all necessary documents and/or forms issued by or required by applicable laws and regulations; and
  - (vi) for KLDX Nominee to declare you as the beneficial owner of the Shares where such declaration of ownership is required including for registration/filing with the Companies Commission of Malaysia or other authorities; and
- (b) With regard to the Investment Notes:
- (i) the global certificate(s) in respect of the Investment Notes shall be held by KLDX Nominee as “bare trustee”;
  - (ii) KLDX Nominee has no beneficial interest in the Investment Notes or the global certificate(s) except in its capacity as “bare trustee”;
  - (iii) the beneficial interest to the global certificate(s) and the Investment Notes represented thereby are held by you.
- 6.3 You acknowledge that KLDX Nominee has like duties to the other Participants on whose behalf KLDX Nominee holds the Shares and the global certificate(s) in respect of the Investment Notes and in determining whether its actions are in the best interests of the Participants, KLDX Nominee shall be entitled to regard an action as in the best interests of the Participants if it regards it as being in the best interests of the Participants and such other Participants as a group.
- 6.4 You acknowledge that where the underlying asset are shares and Investment Notes, the Tokens represent an interest in the Shares and the Investment Notes and you, being holder of the Tokens, will be entitled to the rights, privileges and subject to the obligations under the Tokens as set out in the Token Documents.

### ***Liability and Indemnity***

- 6.5 KLDX Nominee shall not be liable to you or any third party, and hereby disclaims, for:
- (a) any losses or damages resulting from or related to actions taken or omitted to be taken by KLDX Nominee in connection with matters contemplated in this Paragraph 6 except to the extent that such losses are the direct result of fraud on the part of KLDX Nominee as determined by a final judgement of a court with jurisdiction; and
  - (b) any indirect, consequential, special or punitive loss, damage, cost or expense, unforeseeable losses or damages, loss of profit, loss of business, loss of reputation, depletion of goodwill or loss, damage or corruption of data.





- 6.6 Without prejudice to Paragraph 6.5 above, in no event shall KLDX Nominee be liable to you or any third party for more than the total amount invested by you in the Tokens that are affected.

***Term, Termination and Replacement of KLDX Nominee***

- 6.7 The appointment of KLDX Nominee shall be effective on the Completion Date and shall continue unless terminated by KLDX Nominee as and when (a) the Tokens are delisted from the KLDX Platform; or (b) if KLDX Nominee becomes insolvent, or files a voluntary petition in winding up, or has filed for an involuntary petition in winding up.

***Release of Shares***

- 6.8 Upon the termination of KLDX Nominee, the following shall apply, as determined by KLDX Nominee:
- (a) If a new nominee is appointed, KLDX Nominee may, as soon as reasonably practicable, transfer legal ownership of your Shares to the new nominee; or
  - (b) KLDX Nominee may, as soon as reasonably practicable, transfer legal ownership of some or all of your Shares to you or, where relevant, your estate or nominee.
- 6.9 In the event that KLDX exercises its right under Paragraph 6.8, all applicable stamp duty required to effect the transfer of the ownership shall be borne solely by the recipient of the Shares.
- 6.10 You agree and acknowledge that, in the event that KLDX exercises its right under Paragraph 6.8 (b) above, you will become the legal, in addition to beneficial, owner of such Shares and KLDX Nominee's obligations as nominee under this Paragraph 6 shall terminate.
- 6.11 In furtherance to the transfer of the Shares pursuant to Paragraph 6.8 above, you undertake to cooperate, execute and complete, all such other documents, acts and things (if any) as KLDX Nominee may reasonably require of you (together with the Issuer) to perfect your right and interest and to the extent applicable, title, in the Shares ("**Undertaking**"). You shall further be responsible for all the reasonable costs and expenses that may be incurred by KLDX Nominee to enforce the performance by you and the Issuer of the abovesaid Undertaking should you or the Issuer fail, refuse, neglect or omit to perform the said Undertaking.

**7. DELISTING**

- 7.1 An Issuer intending to carry out or who is subject to any of the following must do so in accordance with the Listing Rules and all instructions and directions of KLDX:
- (a) carry out a voluntary delisting from the KLDX Platform; or
  - (b) is delisted (i.e. an involuntary delisting) from the KLDX Platform.



Voluntary Delisting

- 7.2 For any proposal involving the voluntary delisting of the Tokens:
- (a) KLDX must approve the announcement by the Issuer for the intended Token delisting;
  - (b) the approval of the Tokenholders representing seventy-five percent (75%) of the total amount of Tokens held by all Tokenholders present and voting must have been obtained;
  - (c) it must involve a scenario where the Tokenholders are offered a token buy-back or other reasonable alternative; and
  - (d) the Issuer must comply with any additional conditions imposed by KLDX.
- 7.3 Where applicable, the Issuer shall be responsible to ensure that it has sufficient funds in its KLDX Cash Account to fund the token buy back and has met all other applicable requirements. Upon confirmation of the same in writing to KLDX, the Issuer shall announce to the Participants the token delisting date through the KLDX Platform.
- 7.4 On the token delisting date, the following steps will be taken by KLDX, instantaneously and simultaneously:
- (a) KLDX will deactivate the applicable number of Tokens on the blockchain;
  - (b) your KLDX Token Account containing the number of Tokens to be delisted will be debited with the relevant number of Tokens so that the total Token balance becomes zero with respect to those Tokens.
  - (c) where applicable, your KLDX Cash Account will be credited with the equivalent amount of funds, in the event of and in accordance with the terms of a token buy back, or you will be notified of any alternative compensation or actions being offered or taken by the Issuer; and
  - (d) where applicable, in the event of a token buy back, the Issuer's KLDX Cash Account will be debited with the amount required to fund the token buy back and the Issuer's KLDX Token Account will be updated to reflect the same.
- 7.5 The provisions in Paragraphs 7.1 to 7.4 shall not apply to redemption of Investment Note Tokens or Redeemable Preference Shares. by Issuers

Involuntary Delisting

- 7.6 KLDX may delist Tokens from the KLDX Platform where the Issuer fails to comply with the KLDX Requirements or where in the opinion of KLDX, circumstances existing which do not warrant the continued listing of the Issuer or the Tokens. In such circumstances, prior to the proposed delisting of the Tokens, the Issuer must execute and complete all documents, acts and things as KLDX may reasonably require to perfect the right, title and interest of the Tokenholders in and to the underlying assets or rights in connection with the Tokens and/or implement a buy-back of the Tokens from the Tokenholders or such reasonable alternative, which shall be notified to Tokenholders.



## **8. LIEN AND RIGHTS OF SET-OFF**

- 8.1 You grant us a general lien over the cash in your KLDX Cash Account and Tokens in your KLDX Token Account in respect of all sums due and payable to us or our related corporations by you (whether actual, contingent, present or future) under these Terms or other KLDX Requirements. This lien operates in addition to any lien, rights of set-off and any other rights to which we may be entitled under any applicable law.
- 8.2 Notwithstanding any other provision of these Terms or other KLDX Requirements, and without prejudice to any rights which we may have otherwise than under the Terms, or the KLDX Requirements, we shall not be required to act on Instructions (including the delivery of any Tokens to any person) and may withhold redelivery to you of any or all Tokens unless all the amounts due and owing to us have been fully settled.
- 8.3 We are entitled to appropriate, sell, transfer or assign or otherwise realise the value of all or any part of the Tokens in such manner and at such price as we may deem necessary and shall not be responsible for any losses you may suffer as a result and to apply the net proceeds thereof in or towards payment or discharge of any of your obligations described in this Paragraph 8. This right is granted without prejudice to any other right or remedy which we or our related corporations may or otherwise have under these Terms or other KLDX Requirements or under any applicable law or regulation.
- 8.4 We shall have the right at any time, upon notice to you through the KLDX Platform, to set off any payment obligation owed to us or our related corporations by you under these Terms or other KLDX Requirements against any payment obligation (whether actual, contingent, present or future) owed by us to you regardless of the place of payment or currency of either obligation (and for such purpose may make any currency conversion necessary at current market rates as determined by us at our sole discretion) whether or not relating to or arising under these Terms, or the KLDX Requirements.

## **9. RISK DISCLOSURE STATEMENT/ACKNOWLEDGMENT**

- 9.1 You should carefully consider whether investments in the Tokens and/or through the KLDX Platform is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.
- 9.2 Prior to investing in the Tokens and/or through the KLDX Platform, you should consult your own legal, regulatory, tax, financial and/or accounting advisors or such other professional advisors to the extent you consider it necessary and appropriate and make your own investment decisions (including decisions regarding the suitability of the investment) based upon your own judgment and advice from those advisors you consider necessary.

***Any loss resulting from you investing in the Tokens is not covered by the Capital Market Compensation Fund.***

- 9.3 Below is a list of risks that you should consider before making any investment in the Tokens and/or through the KLDX Platform. However, the list is not intended to be fully inclusive of all relevant risks that may occur. This risk statement is not and are not

intended to be a complete list of all the risks and considerations relevant to any investments in the Tokens and/or through the KLDX Platform.

- 9.4 For risks relating to the specific Token offerings, please refer to the section on “Risk Factors” in the respective White Paper.

### **General Risk**

- (a) **KLDX Platform being a new platform:** The Tokens will be issued on the KLDX Platform. Although the KLDX Platform is registered with and regulated by the Securities Commission Malaysia, it is a relatively new alternative platform/market that is designed primarily for the initial listing of Tokens. As KLDX Platform is a relatively new platform/market, there is no track record on the platform and there is also no similar platform with a long term operation against which to benchmark the KLDX Platform.
- (b) **risks arising from no governance rights:** The Tokens do not confer, to the Investors, any governance rights of any kind with respect to the KLDX Platform. Accordingly, decisions involving the KLDX Platform will be made by Kapital DX Sdn Bhd.

The Tokens may or may not confer, to the Investors, any governance rights with respect to the Issuers. Accordingly, where the Tokens do not confer governance rights, then the decisions involving the Issuer will be made by the Issuer. These decisions could adversely affect the value, utility, liquidity and other aspects of the Tokens.

- (c) **risk associated with investment:** Some Tokens may be more complex instruments and may not be suitable for all Investors. In addition, the investment activities of certain Investors, in their respective countries, may be subject to legal investment laws and regulations, or review or regulation by certain authorities.

You must determine the suitability of this investment in light of your own circumstances. Furthermore, you should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the investment, the merits and the risks of investing in the Tokens and the information contained or incorporated by reference in the White Paper;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of your particular financial situation, an investment in the Tokens and the impact the Tokens will have on your overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all the risks of an investment in the Tokens;
- (iv) understand thoroughly the terms of the Tokens; and



- (v) be able to evaluate (either on your own or with the help of a financial adviser) possible scenarios for economic and other factors that may affect your investment and your ability to bear the applicable risks.
- (d) **risk associated with the KLDX Platform**
  - (i) the Tokens are hosted on the KLDX Platform, which consist of application modules running on the Polygon POS Chain blockchain. The Polygon POS Chain blockchain is a public, Ethereum Virtual Machine (EVM)-compatible blockchain. Any malfunction, flaw, or breakdown of this blockchain may have a material adverse effect on the Tokens.

Furthermore, developments in cryptographic technologies and techniques or changes in consensus protocol or algorithms could present risks to the Tokens, including by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain.
  - (ii) risk of theft: The blockchain may be exposed to attacks by hackers or other individuals that could result in theft or loss of the Tokens.
- (e) **risk associated with technology and internet:** There are inherent defects in electronic distribution and data transmission over the internet which may result in delays, omissions, transmission blackouts, interruptions, breaches of security, corruption, unavailability of access in connection with or inaccuracies in the KLDX Platform or any associated mobile applications, website, or APIs, KLDX Materials, the Tokens, KLDX Cash Account and/or KLDX Token Account. In addition, it is also subject to the risk of malicious software and other computer viruses with destructive features such as computer worms, Trojan horses or spyware.
- (f) **risk associated with system, server or connection failure and maintenance:** The periodic maintenance, whether scheduled or otherwise, any system, server or connection failure, error, omission, interruption, deletion of files or email, interception or delay in transmission or computer virus or other malicious, destructive or corrupting code, agent, program or macros may cause access to the KLDX Platform to be halted or interrupted.
- (g) **risk associated with token storage mechanisms:** The KLDX Platform stores both cash and Tokens in your KLDX Account. All transactions in your KLDX Account are potentially exposed to the risk of cyber-attacks as well as fraud.
- (h) **risk of hacking and security weaknesses:** The Tokens may be targeted by hackers or malicious groups or organisations who may attempt to interfere with the Tokens or steal monies in the KLDX Account or the Tokens in various ways, including malware attacks, distributed denial of service, consensus-based attacks, sybil attacks, phishing, smurfing and hacking.
- (i) **risk of loss on investments** - There is a risk that you may sustain a complete loss of your investment in the Tokens.
- (j) **lack of liquidity** – There may be lack of liquidity or demand for the Tokens on the secondary market.

- (k) **risk of price fluctuations:** The value of the Tokens, as with any other asset can increase or decrease and there is a risk of you losing money through buying, selling or holding these Tokens, due to factors outside the control of KLDX.
- (l) **risks associated with taxation:** The tax treatment and accounting of the Tokens is uncertain and may vary amongst jurisdictions.

***You are advised to seek independent advice in connection with investment of the Tokens.***

#### **Risks relating to Equity Instruments**

- (a) For investments in equity tokens, you will be exposed to all risks associated with equity instruments. This could include situations where you may not receive a dividend, your tokenholdings could be significantly diluted if new Tokens are issued and your interest may be subordinated to the rights of the creditors, other shareholders or other parties that may have interests in the relevant company.
- (b) Transfers of equity tokens will be effected through the records maintained by the KLDX Platform and in accordance with the procedures and rules of the Trading Platform and other applicable laws and regulations. There is no guarantee that the transfers will be made in time if there are technical issues arising from the Trading Platform or non-compliances by the transferor and transferee with the procedures and rules of the Trading Platform and other applicable laws and regulations.

#### **Risks relating to Debt Instruments**

- (a) The Investment Note Tokens will be represented by Global Certificate(s) and holders of the Token(s) must rely on the procedures of the KLDX Platform.  

Transfers of the Investment Note Tokens will be effected through the records maintained by the KLDX Platform and in accordance with the procedures and rules of the Trading Platform and other applicable laws and regulations. There is no guarantee that the transfers will be made in time if there are technical issues arising from the Trading Platform or non-compliances by the transferor and transferee with the procedures and rules of the Trading Platform, the restrictions of the Investment Note Tokens and other applicable laws and regulations.
- (b) The payment obligation under the Investment Note Tokens is that of the Issuer and the Issuer alone and where security is provided the provider of the security in the event of default. There is no guarantee that the Issuer will be able to pay profits/coupons/interest and redeem the Investment Note Tokens at maturity and the ability of the Issuer to pay profits/coupons/interest and redeem the Investment Note Tokens at maturity is dependent on the financial performance of the Issuer which may be affected by economic, political and/or other factors.



## **10. TAX ADVICE**

- 10.1 You will seek your own independent advice on the application of taxes in relation to any transactions on the KLDX Platform, including (i) sales and services tax, stamp duty, and similar taxes; (ii) withholding, collecting, reporting and remitting the correct taxes to the appropriate tax authorities; and
- 10.2 We shall not be responsible for and are under no obligation to provide you with any tax advice in relation to any transactions on the KLDX Platform and shall not be under any obligation or responsibility to provide any services, assistance or support in relation to withholding, collecting, reporting or remitting any taxes arising from any transactions on the KLDX Platform.

## **11. DISCLAIMER**

- 11.1 The KLDX Account, KLDX Platform and KLDX Materials are made available on an “as is” and “as available” basis, and at your sole risk.
- 11.2 We assume no responsibility and make no representation or warranty of any kind, implied, express or statutory, including any warranties: (i) of title, non-infringement of third party rights, merchantability, satisfactory quality or fitness for a particular purpose of the KLDX Account, KLDX Platform, KLDX Materials and/or Tokens (ii) on the accuracy, timeliness, adequacy, reliability or completeness of the KLDX Account, KLDX Platform, KLDX Materials and/or Tokens; (iii) that the purchase and/or use of the Tokens will be uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected; (iv) that the KLDX Account, KLDX Platform, KLDX Materials and/or Tokens will meet the requirements of any persons or are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; (v) on the security of any information transmitted by or to Participants through the KLDX Account, KLDX Platform, KLDX Materials and/or Tokens or in relation to the KLDX Account, KLDX Platform, KLDX Materials and/or Tokens or that there would be no delay, interruption or interception in data transmission.
- 11.3 You accept the risk that any information transmitted or received through the KLDX Platform, KLDX Account may be accessed by unauthorised third parties, and that transactions over the internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. Regardless of any security measures taken by us, we shall assume no responsibility whatsoever for any loss or expense resulting from such delays, interruptions and/or interceptions.
- 11.4 Under no circumstances does any material, information, view, opinion, projection, or estimate provided through the KLDX Account, KLDX Platform and/or KLDX Materials or by any of the employees, agents, advisers, representatives of KLDX and/or its related corporations, constitute advice, whether investment, financial, tax, legal or other professional advice. The aforesaid is provided on a general basis and is not to



be relied on by you as advice. Accordingly, no warranty whatsoever is given by KLDX and/or its related corporations and no liability whatsoever is accepted by KLDX for any loss arising whether directly or indirectly as a result of you acting on any materials, information, view, opinion, projection, or estimate provided in the KLDX Platform and/or the KLDX Materials.

- 11.5 We provide no warranty that we have considered the specific investment objectives, financial situation and particular needs of any specific person. You are solely responsible for any investment decision relating to the products offered on the KLDX Platform and your decision must take into account your own risk tolerance and financial circumstances. You should seek your own independent financial, legal, regulatory, tax or other advice before making an investment in the investments or products. If you decide not to seek advice from a relevant adviser, you should carefully consider whether the investment or product is suitable for you, based on your financial circumstances, background, experience, knowledge, and other resources.
- 11.6 We operate the KLDX Platform from Malaysia and do not make any representation that the services, materials, or information provided on or through the KLDX Account and KLDX Platform meet the regulatory requirements of any other jurisdiction.

***If you use and/or access any of these services from any other location, you are responsible for compliance with applicable local laws.***

## 12. LIMITATION OF LIABILITY

- 12.1 In no event shall KLDX and its related corporations/affiliates and/or its respective directors, shareholders, employees, partners, representatives and/or agents (collectively, "**KLDX Affiliates**") be liable to you or any other person for any direct, indirect, incidental, special, exemplary, consequential or punitive damages or economic loss or any claims for loss of profits, loss of revenue, loss of business, loss of opportunity, loss of data, or loss of use, or any other type of loss, liabilities, damages, costs or expenses (including any) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly from or in connection with the KLDX Account, KLDX Platform, the blockchain and/or KLDX Materials including and without limitation any damages or loss caused by any of the following:
- (a) use of, inability to use, misuse or any access of the KLDX Account, KLDX Platform, Tokens and the blockchain or your reliance on the same including, without limitation, any damages caused by or resulting from any reliance upon any information received from us;
  - (b) any system, server or connection failure, error, omission, interruption, deletion of files or email, interception or delay in transmission or computer virus or other malicious, destructive or corrupting code, agent, program or macros;





- (c) any use of and/or access to any third-party websites linked to or provided through the KLDX Platform;
- (d) any services, products, information, data, software, or other material obtained or downloaded from the KLDX Platform and/or KLDX Materials or from any third-party websites linked to or provided through the KLDX Platform;
- (e) any other damages or loss caused by any other failure of performance whether or not resulting from a force majeure event, theft, destruction or unauthorised access to our records, programmes, or services;
- (f) any breach of or delay or failure to comply with these Terms by any KLDX, KLDX Affiliates, or any of the Participants, Applicants or Issuers, any action taken by, or any inaction of, any of KLDX, KLDX Affiliates, or any of the Participants, Applicants, or Issuers in connection with these Terms or any applicable law;
- (g) any claim made by you on the basis of these Terms;
- (h) any negligent act or omission or wilful default, misconduct or fraud or unlawful act of any Participant, Applicant or Issuer and any negligent act or omission of any KLDX Affiliate;
- (i) any breach of any warranty or representation made by any person in any of these Terms;
- (j) any suspension, interruption, or closure of the KLDX Platform and/or KLDX Account,
- (k) the exercise or non-exercise by KLDX and/or any of its representatives and any KLDX Agent of any decision-making power or discretion;
- (l) any determination, decision or ruling of KLDX and any of its representatives and/or committees established, or persons appointed by KLDX;
- (m) any failure, error, omission, or negligence of KLDX and/or any of its representatives (including the malfunction of KLDX Platform, the blockchain, KLDX Account and/or Tokens);
- (n) any Participant or Issuer's use, misuse, or inability to use the KLDX Platform, KLDX Account and /or Tokens;
- (o) any technical, system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive, or corrupting code, agent program or macros;

- (p) any Participant or Issuer's failure to implement reasonable measures to secure its KLDX Account, or the relevant access credentials or any loss of or unauthorised use of any access credentials;
- (q) any technical and/or system failure of a KLDX Account, KLDX Platform, the blockchain or any other system set up or utilised by KLDX;
- (r) any claim by any third party against KLDX and any of the KLDX Agents arising from the circumstances specified in any of the sub-clauses above;
- (s) Any claim by any third party against you arising from the circumstances specified in any of the sub-clauses above; and
- (t) any and all economic loss, loss of profits, fall in the price of Tokens, equitable compensation, loss of business, or any other direct, indirect, or consequential losses whatsoever and howsoever caused (including whether or not resulting from any negligence on the part of any KLDX Affiliate) which arise out of or in connection with these Terms.

### **13. ACKNOWLEDGMENT AND WARRANTIES**

13.1 You agree and acknowledge that:

- (a) you have carefully reviewed and understood the provisions of these Terms and (in the case of a Participant) the applicable Token Documents and terms in relation to the Tokens, and have the full power, authority and capacity to comply with such provisions;
- (b) you have sufficient understanding of technical and business matters (including those that relate to the KLDX Platform), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms, the KLDX Requirements and to appreciate the risks associated with and implications of dealing with and/or performing any actions in connection with the KLDX Cash Account, KLDX Platform, KLDX Token Account, KLDX Materials and/or Tokens;
- (c) you are solely responsible for maintaining sufficient and immediately available monies in your KLDX Cash Account or Tokens in your KLDX Token Account for the purpose of any Proposed Actions including paying any fees due to KLDX and/or carrying on any permitted activities on the KLDX Platform, and acknowledges that insufficient balance may result in you not being able to proceed with an order/request/action;
- (d) nothing contained herein or in the KLDX Requirements should be construed as granting, by implication, estoppel or otherwise, any licence or right for the KLDX Cash Account, KLDX Platform, KLDX Token Account, KLDX Materials and/or Tokens to be used for illegal, unlawful, fraudulent, unethical, or unauthorised purposes or to promote or facilitate any illegal, unlawful, fraudulent, unethical or unauthorised activities;



- (e) you shall not engage in and/or use or otherwise deal with the KLDX Cash Account, KLDX Platform, KLDX Token Account, KLDX Materials and/or Tokens, whether directly or indirectly, in a way that will result in KLDX or KLDX Platform being in breach or non-compliance with applicable laws or otherwise be detrimental to the interests, integrity and reputation of KLDX or KLDX Platform;
- (f) in relation to the services provided by KLDX in connection with the KLDX Platform:
  - (i) authorisations: you authorise KLDX to perform the services in the manner described in these Terms and the KLDX Requirements, including minting of tokens, conducting settlements via smart contracts and debiting and crediting the relevant KLDX Cash Accounts and KLDX Token Accounts;
  - (ii) conclusiveness: you agree and acknowledge that any records created and maintained by KLDX of the communications, transactions, instructions or operations made or performed, processed or effected through the KLDX Cash Account, KLDX Platform, KLDX Token Account or in relation to KLDX Cash Account, KLDX Platform, KLDX Token Account and/or Tokens by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.
  - (iii) No duty to enquire: You agree and acknowledge that KLDX shall not be under any duty to enquire into, investigate or ascertain whether any instruction, request or transaction is authentic, legal, valid or enforceable (as the case may be), whether any transaction or the underlying contract connected with such transaction is void or voidable, or whether any transaction is permitted under the applicable Token Documents. We shall be entitled to assume that all instruction, request or transaction are authentic, legal, valid and enforceable (as the case may be), that all transactions and the underlying contracts connected with such transactions are not void or voidable, and that all transactions are permitted under the relevant Token Documents and we shall be under no duty to reject, reverse, adjust or modify any instruction, request or transaction by reason that it was not legal, valid or enforceable, that any transaction or the underlying contract connected with such transaction is void or voidable, or that any transaction is not permissible under the relevant Token Documents.

Notwithstanding the foregoing, where we seek verification, confirmation or clarification of any instruction, request or transaction received, we shall not be liable to you for any losses whatsoever in relation to any delay resulting from us seeking verification, confirmation, or clarification or from any refusal to act where we do not receive, in our sole discretion satisfactory confirmation or clarification of such instruction, request or transaction; and



- (iv) actual or purported use or access, instructions or communications: Without prejudice to the generality of the relevant provisions in these Terms, you agree and acknowledge that any use or purported use of or access to or purported access to the KLDX Cash Account, KLDX Platform, KLDX Token Account, KLDX Materials and/or Tokens and any information, data, instructions or communications, whether or not authorised by you, shall be binding upon you and deemed to be: (i) use of or access to the KLDX Cash Account, KLDX Platform, KLDX Token Account, KLDX Materials and/or Tokens by you; referable to the relevant Username and Password and/or (ii) information, data, instructions or communications transmitted and validly issued by you. KLDX shall be entitled (but not obliged) to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out, transmitted, or validly issued by you.
- (g) in relation to electronic communications through third-party messaging services or platforms:
  - (i) electronic communications using third-party messaging services or platforms may not be secure, virus-free or successfully delivered to their intended recipient. If you communicate with us using third-party messaging services or platforms, you shall assume all risks that such communications between you and us may be intercepted, not received, delayed, corrupted, or received by persons other than the intended recipient;
  - (ii) that all communications using third-party messaging services or platforms are subject to the terms of service, privacy policy and other terms relating to the relevant third-party messaging service or platform ("**Third-party Messaging Terms**").

your user information and messages may be retained by the relevant third-party messaging service or platform or disclosed by the relevant third-party messaging service or platform to other parties (including an affiliate company within the third-party messaging service or platform's group, a government authority or law enforcement agency) in accordance with the Third-party Messaging Terms. Such information may be subject to foreign laws and regulations different from your home location;



- (iii) we shall not be liable for any of the following:
- (aa) the content, data, security, operation, use, accuracy, or completeness of any third-party messaging communication. In particular, you acknowledge and agree to be aware that the content, data, and information shared by us or by a Participant/Issuer using third-party messaging services or platforms may not be encrypted or secure;
  - (bb) the ownership or right of use of any licensor of any software provided using any third-party messaging service or platform;
  - (cc) any failure or problem that affects the products or services of any third-party service or platform, for example any telecommunication service provider, mobile network operator, internet service provider, electricity supplier, local or other authority; and
  - (dd) any loss or damage you may suffer because someone gained access to your device or third-party messaging service or platform account illegally or without permission;
  - (ee) we shall not be liable for any losses, damages, claims, demands, awards, penalties, expenses, proceedings, or actions you may suffer or incur as a result of your use of third-party messaging services or platforms;
  - (ff) you shall read and understand all Third-party Messaging Terms when you register for and utilizes such third-party messaging service or platform. You shall indemnify us for any loss that we may suffer if you breach any of the Third-party Messaging Terms. We do not give any undertaking in relation to or guarantee the quality of any third-party messaging service or platform or that it is suitable for its purpose; and
  - (gg) we may record and retain any and all data, content, and other information you and your authorised representatives communicate with us using third-party messaging services or platforms ("**Records**"). You shall not at any time require us to destroy any Records.

You acknowledge and agree that communications through third-party messaging services or platforms may be monitored in accordance with applicable law and regulation; and

- (h) we owe no fiduciary or other obligations to you in relation to your investment decisions to hold, subscribe, transfer, buy or sell any Tokens, and in particular we are not making any recommendations to you or advising you on the suitability of any transactions that you may enter into relating to the Tokens, nor providing any advice to you in relation to an Applicant, Issuer, any Tokens or otherwise.
- (i) you shall make your own assessment based on your own judgment, investigation, due diligence, and advice from such advisers as you deemed necessary, and have satisfied yourself concerning the relevant tax, legal, accounting, currency and other economic consideration relevant to an investment in the Tokens.

You understand that an investment in the Tokens involves risk , and you have the ability to bear the economic risk of your investment in the Tokens, have adequate means of providing for your current and contingent needs, have no need for liquidity with respect your investment in the Tokens, and are able to sustain a complete loss of investment in the Tokens.

#### **14. FURTHER WARRANTIES AND CONFIDENTIALITY**

14.1 You warrant the following:

- (a) the subscription, sale or purchase of the Tokens are made with funds which does not constitute the proceeds of illegal activity or realisable property, or the proceeds of terrorism financing or property of terrorists;
- (b) not to use the KLDX Account, KLDX Platform and/or Tokens either directly or indirectly to finance, engage in, or otherwise support any unlawful activities;
- (c) subscription, purchase or sale, ownership, transfer or possession of the Tokens complies with and/or is not in contravention of any law, relating to legal capacity to enter into any contract and any thresholds set out in the laws and regulations in your jurisdiction; any applicable foreign exchange or regulatory and any governmental or other regulatory approvals that may need to be secured; and
- (d) you are not a citizen or resident of, or a company or other legal entity which is established in, any country or geographic area, in which the subscription purchase or sale, ownership, transfer, receipt or possession of the Tokens (including the receipt of any rights and benefits) is not allowed or prohibited by laws or regulations.

14.2 You undertake to us as follows:

- (a) in the case of a Participant, you shall use the Confidential Information only for the purposes of assessing and considering a potential investment in any Applicant or Issuer; and in the case of an Applicant or Issuer, such Applicant or Issuer shall use the Confidential Information only for the purposes of complying with any applicable rules, laws and regulations (including any laws and regulations relating to anti-money laundering, countering the financing of

terrorism, and tax reporting obligations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant law enforcement agencies, regulatory authorities and other governmental agencies (including tax authorities) or such other purpose(s) as may be explicitly approved in writing by us (each of these, an “**Authorised Purpose**”);

- (b) you shall keep the Confidential Information strictly in confidence, and undertake to take all reasonable precautions to protect such Confidential Information from any use, reproduction, disclosure, adaptation or exploitation whatsoever, whether commercial or otherwise, by any third party; and
- (c) you shall not disclose the Confidential Information to your representatives except on a need-to-know basis, and that such representatives shall use the Confidential Information only for the relevant Authorised Purpose.

14.3 The obligations of non-disclosure and the limitation on the right to use Confidential Information set out in above shall not apply to you to the extent that you can demonstrate that such Confidential Information:

- (a) was lawfully in your possession or control prior to the time of disclosure;
- (b) was at the time of disclosure or thereafter becomes public knowledge through no fault or omission of yours (as the case may be);
- (c) was lawfully obtained by you (as the case may be) from a third party under no obligation of confidentiality to the owner or discloser of such Confidential Information;
- (d) was developed by you (as the case may be) independently of the Confidential Information;
- (e) is required to be disclosed by any applicable laws or regulations, or court or governmental order, provided that you (as the case may be) gives us and/or the relevant Applicant or Issuer prompt notice of any such requirement and cooperate with us and/or the relevant Applicant or Issuer in limiting such disclosure; or
- (f) was disclosed by you with our prior written approval of and/or that of the relevant Applicant or Issuer.

14.4 The Confidential Information shall remain the property of the person disclosing such Confidential Information. These Terms shall not be deemed to directly or implicitly grant you or your respective representatives any intellectual property rights in any of the Confidential Information nor shall they be deemed to affect any transfer or assignment of, or grant of any licence or right to, any patent, copyright or other industrial or intellectual property right (including any products or processes deriving therefrom) belonging to the person disclosing the Confidential Information.



## 15. **INDEMNITY**

- 15.1 You agree to indemnify us, our related corporations/affiliates and/or our respective directors, shareholders, employees, partners, representatives and/or agents against any action, liability, cost, claim, loss, damage, proceeding or expense, including solicitor and client costs and expenses (legal or otherwise) and any fines, fees or penalties imposed by reason of or in connection with us having made available to you the KLDX Cash Account, access to the KLDX Platform, KLDX Token Account and/or the KLDX Materials or having entered into these Terms with you or enforcement of our rights under these Terms or in acting upon any Instructions which you may give in relation to the Tokens or your KLDX Account and/or the KLDX Materials or any negligence, fraud and/or misconduct on your part or your breach of these Terms.

## 16. **OTHER TERMS**

### ***Amendments to the Terms***

- 16.1 KLDX may from time-to-time revise, add to, amend or update these Terms, as we deem appropriate.
- 16.2 KLDX 's rights to vary, amend or rescind these Terms may be exercised without the consent of any other person or entity and will take effect on a date specified by KLDX.
- 16.3 Such changes will be published on the KLDX website and shall be effective and binding on you upon publication or as we may otherwise specify.
- 16.4 Please visit the KLDX website regularly to check when the Terms were last updated (as displayed at the top of this document) and to review the current Terms. You agree that any notification of amendments in the above manner shall constitute adequate notice to you.

### ***Additional Terms***

- 16.5 In addition to these Terms, the access and/or use of specific aspects of your KLDX Account, KLDX Platform and/or the KLDX Materials may be subject to additional terms and conditions which will apply in full force and effect.

### ***Upgrades***

- 16.6 We may, from time-to-time upgrade or modify; suspend or discontinue the provision of; or remove the KLDX Materials (whether in whole or in part without any prior notice). We may also from time-to-time upgrade or modify the features and functionalities of your KLDX Account and KLDX Platform. Where these changes affect the use of your KLDX Account and the KLDX Platform, we will notify you of the changes on the KLDX Platform.
- 16.7 In the event we carry out any of the aforesaid actions as set out in Paragraph 16.6 above, we shall not be liable if any such upgrade, modification, suspension or discontinuation prevents you from accessing the same.



### ***Intellectual Property Rights***

- 16.8 All rights including copyrights, trademarks, patents as well as any other intellectual property rights in the products, services, content, information and data contained in or provided on/through the KLDX Platform, your KLDX Account and/or the KLDX Materials including all texts, graphics and logos are reserved to or retained by us and/or our licensor.
- 16.9 You agree that you will not do anything that will violate or infringe such intellectual property rights and, in particular, you agree not to copy, download, publish, distribute, transmit, disseminate, sell, broadcast, circulate, exploit (whether for commercial benefit or otherwise) or reproduce, redistribute, hyperlink any of the information or content contained in or provided on/through the KLDX Platform, your KLDX Account and/or the KLDX Materials, in any form without our prior written consent or that of our licensor(s).
- 16.10 You are not allowed to create or provide links to the KLDX Platform, your KLDX Account and/or the KLDX Material, without our prior written consent.
- 16.11 Unless otherwise provided to expressly in these Terms, you acknowledge that you are not granted any licence, interest or right by virtue of your use of or access to the KLDX Platform, your KLDX Account and/or the KLDX Materials.

### ***Privacy***

- 16.12 We will, in the course of our relationship with you, manage any personal data that we collect through the KLDX Platform and/or your KLDX Account or that we otherwise obtain in connection with the above in accordance with our Privacy Policy set out at [www.kldx.com](http://www.kldx.com) which shall form part of these Terms. By entering into these Terms and Conditions, you expressly agree to us processing your personal data in accordance with the said Privacy Policy.

### ***Accuracy of Information***

- 16.13 While we will endeavour to ensure that all information and content, which may include opinions, projections and estimates provided by us on the KLDX Platform and KLDX Materials is accurate and up to date, we may change or update the information provided without notice.
- 16.14 It is your responsibility to make your own assessment of the relevance, accuracy, adequacy, commercial value, completeness and reliability of any information and content on the KLDX Platform and /or KLDX Materials and where appropriate, obtain independent advice. Accordingly, we:
- (a) makes no representation or warranty on the validity, accuracy or completeness of the information or materials provided in the KLDX Platform and/or the KLDX Materials;
  - (b) disclaims all liability for any errors or omissions in the KLDX Platform and/or the KLDX Materials;
  - (c) does not warrant that the KLDX Platform and KLDX Materials will meet the requirements of any persons;

- (d) does not warrant that the KLDX Platform and KLDX Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
  - (e) does not warrant that any identified defect will be corrected.
- 16.15 We may provide links to third party materials or websites. You acknowledge that we do not endorse, nor represent to have reviewed or are responsible for the relevance, timeliness, accuracy, commercial value, completeness and reliability of such information, privacy policies, practices, content or services contained in such third-party materials which is accessible from or linked to the KLDX Platform.
- 16.16 If you access and use any systems, services, content, materials, products or programmes of any third-party systems, services, content, materials, products or programmes contained in or provided on or through the KLDX Platform and/or the KLDX Materials, you acknowledge that you must comply with the relevant terms and conditions for the access or the use thereof. You further acknowledge that:
- (a) we are not a party to any transaction, if any, between you and such third party;
  - (b) we do not endorse, sponsor, certify, or is not involved in the provision of such systems, services, content, materials, products or programmes contained in or provided on or through the KLDX Platform and/or the KLDX Materials; and
  - (c) we shall not be liable in any way for your access to and use of systems, services, content, materials, products or programmes of any third party, or for purchases or subscription made in relation thereto, each of which shall be your responsibility or that of the relevant third party.

### ***Governing Law***

- 16.17 These Terms shall be governed by and construed in accordance with the laws of Malaysia.

### ***Complaints***

- 16.18 Any complaints relating to any misconduct by any party relating to participation on the KLDX Platform or a breach of any of these Terms or KLDX Requirements may be submitted to [support@kldx.com](mailto:support@kldx.com). Complaints must be fully substantiated with evidence and sufficient level of detail.
- 16.19 All complaints received by us shall be reviewed and investigated in accordance with our Complaint Handling Policy and such action as we deem appropriate will be taken based on our findings on the matter.

### ***Dispute Resolution***

- 16.20 If a dispute arises out of or in connection with these Terms:
- (a) parties shall attempt, in fair dealing and good faith, to settle such dispute. Upon request from one party, the other party shall participate in the negotiations to settle such dispute. Either party shall be entitled to terminate these negotiations by written notification to the other party at any time;

- (b) if negotiations fail, parties shall attempt to agree to settle the dispute by way of mediation within 14 days after one party's receipt of the notice of termination of negotiations;
- (c) In the event parties fail to settle the dispute by way of mediation within one (1) month of such referral to mediation, either party shall thereafter be entitled to commence legal proceedings in respect of such dispute and parties shall be deemed to have irrevocably submitted to the exclusive jurisdiction of the courts of Malaysia

#### ***Delegation of Performance***

- 16.21 We may delegate or sub-contract the performance of any of our functions in connection with your KLDX Account, KLDX Platform and/or the blockchain.
- 16.22 We may assign our rights under these Terms to any third party. You shall not assign any of your rights or obligations under these Terms without our prior written approval.

#### ***Successors Bound***

- 16.23 These Terms shall be binding on you and us and our respective heirs, personal representatives, successors in title or permitted assigns and will continue to bind you notwithstanding any change in our name or constitution or our merger, consolidation or amalgamation with or into any other entity (in which case these Terms will bind you to our successor entity).

#### ***Invalidity***

- 16.24 If any provision of these Terms or part thereof becomes invalid, illegal, void, or unenforceable in respect of any law to which it is subject, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### ***Failure to Exercise Rights not a Waiver***

- 16.25 No failure or delay on our part to exercise or enforce any rights conferred upon us under these Terms shall be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement of these Terms at any subsequent time or times or prejudice our rights against you in any respect or render us responsible for any loss arising therefrom.
- 16.26 Waiver of any right arising from a breach or non-performance of these Terms or arising upon default under these Terms shall be in writing and signed by us. We may grant time or other indulgence to you or any other person, without impairing or affecting in any way, our rights as against you or any other person.

#### ***Language***

- 16.27 If these Terms are translated into a language other than English, the English text shall prevail.