



## APPENDIX B2 Terms and Conditions

Governing Individual Cryptocurrency Trading Account under QCP Capital Effective as of 14 February 2019

1. We, \_\_\_\_\_(Company name)\_\_\_\_\_ (Company Registration Number), ("the Company"), hereby authorize and give QCP Capital Pte Ltd ("QCP") our irrevocable consent to make such enquiries and conduct all the necessary checks on us and obtain from and/or verify with any source and/or disclose or release any information relating to us to any party or source as QCP, may from time to time, deem fit without any liabilities or notice to us.

2. In addition, we further authorize QCP to disclose any information of our company and/or data relating to us to the Vendor (seller), Supplier, Dealer or any parties which QCP deems appropriate.

3. We intend to, from time to time, give instruction and enter into trading transactions with QCP including but not limited to entry into trading contracts in Cryptocurrency via either one of the following modes of communication:

### Modes of Communication

- (a) Mail / courier / fax / scanned copies of Communications sent via email;
- (b) Electronic transmission via SWIFT / electronic messaging system / email;
- (c) Telephone;
- (d) WhatsApp messaging;
- (e) Skype;
- (f) Telegram; or
- (g) Wechat

4. I agree and authorize that QCP may accept the instruction on my behalf via above mode of Communications from any one of the **Authorized Person(s)** whose Names, ID/Passport Number, Phone Number and Specimen Signature are listed under **the Letter of Authorization to appoint Authorized Person** (if applicable) and I am bound by the actions of the **Authorized Person(s)** (if applicable). QCP is not liable for any Loss which I may suffer or incur arising from or in connection with QCP acting on and/or execution, non-execution or delayed execution of any Communications (including instructions) from me or the Authorized Person(s);

5. QCP may reject or delay executing any instruction from us or Authorized Person if: (a) any such instruction is, in its sole determination, unclear, conflicting, incorrect, incomplete or in a format not approved by QCP;

(b) if QCP has, in its sole discretion, reason to suspect that it is unauthorized, fraudulent or not otherwise authentic; (c) if it is, in QCP's sole discretion, in breach of (or may breach) any of its security procedures, any applicable law or any regulation;

6. We may revoke or replace Authorized Person's authority at any time by notifying QCP in writing. Any change in a person's authority mandate shall not be effective until:

- (a) QCP confirms that the relevant written notification has been received;
- (b) where we have requested QCP to establish a new person as an Authorized Person and QCP is satisfied of the new person's authority.

7. We, hereby acknowledge, represent, warrant and agree that:

(a) All statements and information provided in the application form by us are true, complete and correct and that we do not willy withheld any material fact;

(b) QCP may require additional information from us prior to the establishment of the account or from time to time, as QCP considers appropriate. We undertake to provide QCP at any time with all the documents and information required by QCP;

(c) There is no litigation or petition against us in the past or presently.

(d) QCP has the sole discretion to reject our application for opening the trading account or our proposed appointment of the Authorized Person without assigning any reason to us;

(e) The funds and cryptocurrencies used in trading by us with QCP are from legitimate source, and we are in full compliant with the provisions of all laws including but not limited to the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A) of Singapore;

(f) If any of the representations, warranties or covenants given by us ceases to be true or if QCP no longer reasonably believes that it has satisfactorily evidence as to their true, QCP may take steps to:

i. free, suspend, or close our trading account; ii. to report and to disclose our identity to the relevant government authority

(g) In the event that QCP is to take any of the actions under Clause 7 (f), i and or, ii above, we shall have no claim against QCP for any form of damages or losses suffered by us;

(h) All risks of unauthorized instructions, forgery, fraud, misunderstandings, errors and operational failure lie with us and shall not be borne by QCP;

(i) To indemnify and hold QCP harmless from and against any and all Losses resulting directly or indirectly from any Communications (including instructions) issued or purported to be issued by us including those arising from QCP's receipt, acceptance or execution (or non-acceptance, non-execution or delayed execution) of any instruction issued, or purported to be issued, or in the name of an Authorized Person;

(j) that QCP shall not be responsible for non-performance or delay in the performance of any of its obligations that is caused by circumstances beyond its control which includes flood, drought, fire, casualty, explosion, sabotage, accident, embargo, breakdown in equipment, communication line failure, power failure, lockout strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war, or any enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or any other emergency that prevents QCP from operating normally;

By submitting my application to QCP Capital, I agree to abide by the Terms and Conditions set out by QCP Capital governing my Individual Cryptocurrency Trading Account.

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Name:   
Date: