



SAAS TECHNICAL SERVICE AGREEMENT

This SaaS Technical Service Agreement, together with any applicable order form, product description, subscription terms, supplemental terms, and any other documents expressly incorporated herein by reference, collectively constitutes this “Agreement.”

This Agreement is made by and between QUANTECH SERVICES GROUP (“SaaS Provider” or “Provider”) and the customer subscribing to, purchasing, accessing, or using the applicable SaaS products or services through AWS Marketplace (“Client”), effective as of the date on which Client first subscribes to, purchases, accesses, or uses such products or services through AWS Marketplace (the “Effective Date”).

Provider and Client may each be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Provider agrees to provide certain software-as-a-service products, technical services, and related services to Client, and Client agrees to access and use such products and services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 SaaS Technical Services

1.1 “SaaS” or “Software-as-a-Service” means the proprietary software, technology, systems, modules, technical resources, infrastructure, and related services made available by Provider to Client through AWS Marketplace or otherwise authorized by Provider under this Agreement. The SaaS may include, without limitation, technical services and system modules relating to trading infrastructure, trading environment optimization, trading strategy support, and other trading system functionalities, including any product series, modules, or features made available by Provider from time to time.

1.2 Unless otherwise provided under AWS Marketplace, the applicable order, or the applicable subscription terms, Client shall pay the



applicable service fees within three (3) business days after the Effective Date. Client shall also provide Provider with any information, materials, access rights, authorizations, or approvals reasonably required for Provider to perform the applicable services, if necessary. If Client fails to timely provide such information, materials, access rights, authorizations, or approvals, Provider may postpone or extend the service commencement date or performance schedule accordingly, and such postponement or extension shall not constitute a breach of this Agreement by Provider.

- 1.3 Provider shall comply with applicable laws and regulations to the extent relevant to the provision of the SaaS and within Provider's reasonable control, including, where applicable, laws and regulations in the jurisdictions where Provider and Client are located. Provider shall perform the applicable services in a professional, diligent, and commercially reasonable manner. Except as otherwise permitted under this Agreement, neither Party may assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party, which may be given by email or other mutually recognized electronic communication method. Notwithstanding the foregoing, Provider may use its affiliates, subcontractors, cloud service providers, infrastructure providers, or other service providers to support the provision, operation, maintenance, security, or improvement of the SaaS, provided that Provider shall remain responsible for the performance of its obligations under this Agreement.

2 Term and Service Fees

- 2.1 Unless otherwise specified under AWS Marketplace, the applicable order, subscription terms, or product description, the term of the SaaS services shall commence on the Effective Date and continue for the subscription period selected or purchased by Client through AWS Marketplace. Any renewal, extension, cancellation, or termination of the SaaS services shall be subject to the applicable AWS Marketplace terms, the applicable order, subscription terms, product description, and this Agreement.
- 2.2 The service fees may consist of the following items, to the extent applicable:
 - 2.2.1 Setup Fee. Unless otherwise specified in the applicable order, subscription terms, quotation, or other written confirmation



between the Parties, Client shall pay the applicable one-time setup fee within three (3) business days after the Effective Date. The setup fee is charged for onboarding, configuration, implementation, and other initial setup costs, and is non-refundable once the applicable SaaS service has been activated, regardless of any early termination, cancellation, change of plan, or modification of the service subscription.

2.2.2 Subscription Fee. Client shall pay the applicable subscription fees based on the SaaS service selected or purchased by Client, the applicable subscription period, usage scope, service tier, and any other pricing terms set forth in the applicable order, subscription terms, product description, quotation, or other written confirmation between the Parties.

2.2.3 Customization Fee. If Client requests any additional customization, integration, development, configuration, support, or other professional services beyond the standard SaaS service, the scope, fees, timeline, deliverables, and other applicable terms shall be separately agreed by the Parties through a quotation, order, statement of work, written confirmation, or other mutually recognized electronic communication method.

2.3 Client shall pay all applicable service fees in accordance with the payment deadlines set forth in this Agreement, the applicable order, subscription terms, quotation, invoice, or other written confirmation between the Parties. If Client fails to make any payment when due, Client shall pay late payment interest on the overdue amount at an annual rate of ten percent (10%), calculated on a daily basis from the day immediately following the original due date until the date on which full payment is received by Provider.

2.4 Upon expiration or termination of the applicable SaaS service, Provider may cease providing, operating, maintaining, or supporting the relevant account, service environment, or service access. To the extent that Client has provided Provider with access to any Client-owned account, data, credentials, assets, or other materials for the purpose of receiving the services, Provider shall, upon Client's reasonable request and subject to any applicable legal, security, technical, or compliance requirements, return, disable, transfer, or revoke such access in a commercially reasonable manner. Nothing in this Agreement shall be construed as granting Client any ownership,



control, or access rights in or to Provider's proprietary software, systems, infrastructure, technology, or service environment.

2.5 Any taxes arising from this Agreement shall be borne individually by each Party in accordance with applicable laws.

3 Data Handling Practices

3.1 Provider shall collect only such Client Data as is reasonably necessary to provide, operate, support, secure, and improve the SaaS. Provider shall store Client Data securely using appropriate technical and organizational safeguards, including encryption where applicable.

3.2 Client Data shall be retained only for as long as reasonably necessary to provide the SaaS or satisfy applicable legal and contractual requirements, and shall be deleted in accordance with the applicable End User License Agreement or upon Client's valid request. Provider shall maintain appropriate backup and recovery procedures to support service continuity and data restoration.

3.3 Upon Client's request, Provider shall respond to Client within a reasonable period of time and, subject to applicable laws, contractual requirements, and Provider's backup and retention procedures, delete the relevant Client Data. Client may submit such requests to Provider at: contact@quantech.services. To the extent the SaaS processes Client Data, Provider shall enable and retain system-generated audit logs of security-relevant events for at least one (1) year, using commercially reasonable safeguards to protect such logs against unauthorized alteration or tampering. Provider may maintain such logs through its infrastructure, cloud service providers, or other service providers, and shall have no obligation to provide Client with direct access to, copies of, or customized reports based on such logs, except as required by applicable law.

4 Liability and Force Majeure

4.1 If Provider is unable to perform the services, or suffers any loss, damage, cost, expense, delay, claim, or liability, due to any act or omission of Client, or due to any information, materials, instructions, access rights, authorizations, approvals, data, credentials, or other items provided by Client being inaccurate, incomplete, delayed, defective, unlawful, or otherwise unsuitable for the provision of the services, Client shall be responsible for such consequences and shall indemnify Provider for any resulting losses, damages, costs,

expenses, claims, or liabilities. Client shall remain liable to pay all applicable fees in accordance with this Agreement.

- 4.2 If Client suffers any direct loss or damage due to any breach of this Agreement by Provider that is attributable to Provider, Provider shall be liable for such direct loss or damage, subject to the limitations and exclusions of liability set forth in this Agreement.
- 4.3 Neither Party shall be liable for any delay, failure, suspension, interruption, or inability to perform any obligation under this Agreement, other than payment obligations, to the extent caused by any force majeure event or any circumstance beyond the reasonable control of the affected Party, including without limitation mainnet failures, blockchain network congestion or disruption, trading platform errors or outages, exchange suspension, cloud service or internet failures, system or infrastructure failures not caused by the affected Party, legal or regulatory restrictions, governmental actions, political events, war, terrorism, riots, natural disasters, epidemics, labor disputes, or other similar events. The affected Party shall notify the other Party within a commercially reasonable time after becoming aware of the relevant event. The Parties may suspend the affected services during the continuation of such event, and such suspension shall not constitute a breach of this Agreement. The service period may be extended for a period reasonably corresponding to the duration and impact of the suspension, unless otherwise agreed by the Parties.

5 Warranties and Representations

- 5.1 Each Party represents and warrants that it is duly organized, validly existing, and, where applicable, in good standing under the laws of its jurisdiction of incorporation, formation, or establishment, and has the legal capacity, power, and authority necessary to enter into this Agreement and perform its obligations hereunder.
- 5.2 Each Party further represents and warrants that it has obtained all necessary corporate, internal, and other authorizations and approvals required for its acceptance, entry into, delivery, and performance of this Agreement.
- 5.3 As of the Effective Date and throughout the term of this Agreement, each Party represents and warrants that its entry into and performance of this Agreement shall not:
- 5.3.1 violate or conflict with its constitutional documents, articles of



association, bylaws, internal governance documents, or any resolution adopted by its board of directors, shareholders, members, or other governing body; or

5.3.2 violate or conflict with any applicable laws, regulations, rules, orders, or governmental requirements relevant to such Party's performance of this Agreement.

5.4 Upon Client's acceptance of this Agreement, subscription to the applicable SaaS service, or access to or use of the SaaS service, this Agreement shall constitute a legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6 Notices and Designated Contacts

6.1 Any notice, request, consent, approval, communication, or other correspondence relating to this Agreement shall be made in writing and sent to the designated contact information provided by the relevant Party, or to such other contact information as may be updated by written notice from time to time. For purposes of this Agreement, "in writing" includes email, electronic messaging platforms, online account notifications, or other electronic communication methods recognized or used by the Parties in connection with the services.

6.2 A written notice shall be deemed delivered as follows:

6.2.1 if sent by registered mail, courier, or other trackable delivery service, on the seventh (7th) day after dispatch, unless the delivery record shows an earlier delivery date;

6.2.2 if sent by email or other electronic communication method, at the time of successful transmission, provided that the sender does not receive any bounce-back, delivery failure, or similar error notification; and

6.2.3 if made through an online account, service portal, or platform notification system, at the time the notice is posted, displayed, or made available to Client through such account, portal, or system.

7 Confidential Information and Non-Disclosure

7.1 "Confidential Information" means any non-public information disclosed, made available, or otherwise provided, directly or indirectly, by one Party or its affiliates, representatives, directors, officers, employees, contractors, advisors, or service providers (the "Disclosing Party") to the other Party or its affiliates, representatives,

directors, officers, employees, contractors, advisors, or service providers (the "Receiving Party") in connection with this Agreement, whether in oral, written, electronic, visual, or any other form. Confidential Information includes, without limitation, technical know-how, software, systems, modules, service structures, business plans, pricing, product information, account information, digital asset account details, credentials, API keys, trading strategies, trading data, financial information, customer information, personal data, security information, and any other information that, by its nature or the circumstances of disclosure, should reasonably be understood to be confidential. Confidential Information shall be deemed confidential regardless of whether it is marked or identified as confidential.

- 7.2 Confidential Information does not include information that the Receiving Party can demonstrate by written records:
- 7.2.1 is or becomes publicly available or generally known to the public through no breach of this Agreement by the Receiving Party;
 - 7.2.2 was lawfully known to the Receiving Party before receipt from the Disclosing Party, without any confidentiality obligation;
 - 7.2.3 is lawfully received by the Receiving Party from a third party without breach of any confidentiality obligation;
 - 7.2.4 is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
 - 7.2.5 is expressly authorized for disclosure by the Disclosing Party in writing.
- 7.3 If the Receiving Party is required to disclose any Confidential Information pursuant to applicable law, regulation, court order, governmental authority, administrative order, subpoena, or other legal process, the Receiving Party shall, to the extent legally permitted and reasonably practicable, promptly notify the Disclosing Party in writing before such disclosure and reasonably cooperate with the Disclosing Party's efforts to seek confidential treatment, protective measures, or other appropriate remedies. The Receiving Party shall disclose only the portion of Confidential Information legally required to be disclosed.
- 7.4 The Receiving Party shall keep all Confidential Information strictly confidential and shall implement reasonable administrative, technical, and physical safeguards to protect such Confidential Information from unauthorized access, use, disclosure, loss, or destruction. The

Receiving Party may disclose Confidential Information only to its affiliates, representatives, directors, officers, employees, contractors, advisors, service providers, or professional consultants who have a legitimate need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein. The Receiving Party shall not disclose any Confidential Information to any other third party, or use any Confidential Information for any purpose outside the scope of this Agreement, whether for its own benefit or for the benefit of any third party, without the prior written consent of the Disclosing Party.

- 7.5 Client grants Provider a non-exclusive, non-transferable, royalty-free right to use Client's name, logo, trademark, or other brand identifiers solely for the purpose of identifying Client as a customer of Provider in Provider's customer lists, website, presentation materials, and general marketing materials, provided that such use shall not be misleading or imply any endorsement, partnership, investment, or other relationship beyond the customer relationship. Provider shall cease such use within a commercially reasonable time upon Client's written request. Any press release, case study, testimonial, joint marketing activity, or other public announcement referring to Client shall require Client's prior written consent.
- 7.6 All Confidential Information is provided "as is." The Disclosing Party makes no express or implied representation or warranty regarding the accuracy, completeness, or fitness for any particular purpose of the Confidential Information, except as expressly provided in this Agreement. The disclosure or exchange of Confidential Information shall not be construed as creating any obligation to proceed with any transaction, business relationship, investment, partnership, or other arrangement, except as expressly set forth in this Agreement.
- 7.7 The confidentiality obligations under this Article shall survive for two (2) years following the expiration or termination of this Agreement. Notwithstanding the foregoing, with respect to trade secrets, technical know-how, source code, system architecture, security information, credentials, API keys, trading strategies, trading data, digital asset account information, personal data, and any other highly sensitive or legally protected information, the confidentiality obligations shall continue for so long as such information remains non-public or protected under applicable law.

7.8 Any unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies, in addition to any other rights or remedies available under this Agreement or applicable law. Subject to the limitation of liability provisions of this Agreement, the breaching Party shall be liable for losses, damages, costs, expenses, claims, and liabilities arising from its breach of this Article.

8 Miscellaneous

8.1 This Agreement has been entered into by the Parties on the basis of mutual understanding and commercial fairness. No provision of this Agreement shall be interpreted against either Party solely because such Party or its counsel drafted or proposed such provision.

8.2 The headings, section numbers, captions, and formatting used in this Agreement are for convenience of reference only and shall not affect the interpretation, construction, or enforceability of any provision of this Agreement.

8.3 The provisions of this Agreement are severable. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under applicable law or by any court or authority of competent jurisdiction, such provision shall be modified, replaced, or interpreted to the minimum extent necessary to make it legal, valid, and enforceable while preserving, to the maximum extent possible, the original intent and commercial purpose of the Parties. The legality, validity, and enforceability of the remaining provisions shall not be affected.

8.4 Any schedules, exhibits, appendices, addenda, product descriptions, applicable orders, subscription terms, quotations, statements of work, supplemental terms, or other documents expressly incorporated by reference into this Agreement shall form an integral part of this Agreement and shall have the same legal effect as the main body of this Agreement.

8.5 Any matters not expressly addressed in this Agreement may be supplemented by a separate written agreement, applicable order, quotation, statement of work, supplemental terms, written confirmation, or other mutually recognized electronic communication between the Parties. Unless otherwise expressly stated, such supplemental document or confirmation shall form part of this



Agreement upon acceptance by the Parties.

- 8.6 This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination, shall first be resolved through good-faith consultation between the Parties. If the Parties are unable to resolve the dispute through consultation within thirty (30) days after either Party gives written notice of the dispute to the other Party, the Parties agree that the courts of Hong Kong shall have exclusive jurisdiction.
- 8.7 This Agreement may be accepted, entered into, and made legally binding through online acceptance, electronic acceptance, electronic signature, click-through acceptance, subscription, purchase, access to, or use of the applicable SaaS service, or any other method recognized by Provider or agreed by the Parties. Any such electronic acceptance, online acceptance, or electronic signature shall have the same legal effect as an original handwritten signature. No physical signature, exchange of original copies, or separate signed instrument shall be required for this Agreement to be valid, binding, and enforceable, unless otherwise expressly required by applicable law or separately agreed by the Parties in writing.

Acknowledgement: By subscribing to, purchasing, accessing, or using the applicable SaaS service, Client confirms that it has read, understood, and agreed to be bound by this Agreement.