

CUSTOMER SERVICE AGREEMENT

Please read and scroll to the bottom to agree to the terms of the Customer Service Agreement.

IMPORTANT NOTICE:

To the extent ALT CAPITAL has acknowledged that you (either an individual or a legal entity) are a Client-User as defined in Section 1.7, then these Service Terms and Conditions do not apply to you, but you still must agree to the applicable subscriber agreement(s), which ALT CAPITAL will provide to you.

To the extent you are a current user of ALT CAPITAL Pte LTD AATS® suite of products, including AATS®, AATS® Pro, AATS® API, Gateway Server products, and other ancillary software, those products and related services are provided under separate agreements. Your use of those products and services are governed by an agreement between ALT CAPITAL Pte LTD and you or the entity that signed on your behalf and is responsible for your use of the software and services or an End User License Agreement (EULA).

Any EULA or agreement that may appear upon installation or use of the Software or Service and may be assented to by the User does not supersede this Agreement to the extent it would otherwise apply because the User is an employee, agent, contractor or authorized User of a customer who has already taken responsibility for such person or entity under the terms of this Agreement or a similar agreement.

This Customer Service Agreement (“Agreement”) forms a binding legal contract between you (either an individual or a legal entity, in which case you represent and warrant that you have the legal authority to bind such entity to the terms of this Agreement) (“Customer”) and ALT CAPITAL LTD., a private limited company, with its principal place of business at THE GREAT ROOM, ONE GEORGE STREET, #10-01 SINGAPORE 049145 (“ALT CAPITAL”). By signing or otherwise accepting this agreement or by downloading, installing, accessing or using the Service (as defined below) Customer will be bound by the terms of this Agreement and Customer’s acceptance will be deemed binding between the parties. If Customer does not agree to the terms of this Agreement, ALT CAPITAL is not willing to grant to Customer any right to use or access any Service. In such event, Customer may not download, install, access, use or copy any aspect of the Service. In using this Service, Customer acknowledges that it, understands and accepts the risks involved in electronic trading. By making a Service available to Customer, ALT CAPITAL is not recommending, promoting or endorsing any particular investment, market data, or trading strategies.

Our Privacy Policy is incorporated into and forms an integral part of this Agreement with you. You acknowledge that you have reviewed and agree with the terms of such Privacy Policy. The Privacy Policy describes, among other things, how ALT CAPITAL collects, uses, shares, transmits, processes, transfers, stores, and secures information obtained when you access and use the Services.

1. DEFINITIONS

1.1 “AATS” means Autonomous Algorithmic Trading System, is a software, which allows traders to buy and sell U.S. listed futures automatically. AATS applies quantitative analysis to spot trading opportunities and provides high-frequency, low-latency trading capabilities.

1.2 “Affiliate” means a business entity controlling, controlled by or under common control with a party to this agreement.

1.3 “API Software” means each Software product identified by ALT CAPITAL as an application program interface.

1.4 “Beta Service” means each version of Service, Software or Enhancement that ALT CAPITAL designates as a “Beta Service.” Each Beta Service is a Service.

1.5 “Cash reserve” means first US\$3’000 of net profit generated by AATS, which remains on designated client’s account to cover potential drawdown during futures algorithmic trading. These funds belong to ALT Capital Pte LTD and refundable to the Company after client discontinue services provided by the Company.

1.6 "Client" means a person or entity who is a client of Customer and not an employee, agent or Affiliate of Customer.

1.7 "Client-User" means a User that a Responsible Company has identified as its Client-User and for which Responsible Company accepts the terms and conditions of this Agreement on its behalf and accepts full responsibility for performance of all obligations under this Agreement by such Client- User.

1.8 "Customer Data" means all data, content, material, and other information provided by or on behalf of Customer to ALT CAPITAL or otherwise transmit or uploaded into the Service or as may be generated based upon Customer's usage of the Services.

1.9 "Customer Development" means software developed by or for Customer utilizing API Software for use with and to enhance the Services.

1.10 "Customer Information" means any Customer or its Client's non-public information, as applicable, provided to ALT CAPITAL via Customer's use of the Services or as contained in any order placed via use of the Services.

1.11 "Documentation" means the then current user documentation generally made available by ALT CAPITAL to its licensees.

1.12 "Eligible Mobile Device" means a wireless web-enabled device that is compatible with the software applications or mobile enhanced web services that is able to access the Services.

1.13 "Enhancement" means any update, bug fix or new version of the Service or portion of the Service provided by ALT CAPITAL. Each Enhancement is also a part of the Service.

1.14 "Exchange" means a market or other similar organization, business or service where tradable instruments such as securities, commodities, foreign exchange, futures, or options contracts are bought and sold.

1.15 "Excluded Claims" means : (i) the use or combination of any Service with any third party hardware, software, products, data or other materials, including Customer's own systems and data; (ii) modification or alteration of a Service by anyone other than ALT CAPITAL; (iii) Customer's use of the Service in excess of the rights granted in this Agreement; (iv) use of a superseded or altered release of the Service if the infringement would have been avoided by the use of a current unaltered release of the Service; (v) any Third Party Software; (vi) a business method or process that is inherent to Customer's business; (vii) any content, data, or specifications provided by, on behalf of or for Customer's benefit or that of any Customer Affiliate, Client or Client-User; (viii) Customer's trading activities; (ix) any Customer Development; or (x) Customer's violation of any applicable laws, rules or regulations.

1.16 "Feedback" means suggestions, comments, or other feedback related to the Services that Customer provides to ALT CAPITAL.

1.17 "Market Access Provider" or "MAP" is a Customer that (i) is authorized by an Exchange to access and permit access to the one or more Exchange(s) for the purpose of placing orders or utilizing market data on the Exchange and (ii) uses the Services to permit such access to Users.

1.18 "Market Data" means the market prices, volumes and other information transmitted from an Exchange through the Service. By way of example and not limitation, Market Data may include opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, other market activity information and contract specifications. Market Data also includes any element of Market Data as stored, processed and/or distributed by ALT CAPITAL or third parties under license from an Exchange.

1.19 "Maximum limit" means maximum size of open position Customer permitted to trade with on his account; determined by a Customer, Customer's Affiliate, Client or Client-User. Maximum limit expressed as number of futures contracts Customer's account allowed to hold at any given time.

1.20 "Personal Information" means personal or personally identifiable information and records of or regarding Customer's employees, investors, customers and prospective customers.

1.21 "Privacy Laws" means applicable laws and regulations governing the use of Personal Information.

1.22 "Responsible Company" is an individual or entity that has assented to this Agreement. A Responsible Company must register with ALT CAPITAL and designate a User to be the administrator who has authority to order services on behalf of the Responsible Company and permission others to order services on behalf of the Responsible Company. Responsible Company permissions its Users to use the Services and is responsible for their usage.

1.23 "Service" means the products and related services and software that ALT CAPITAL provides pursuant to this Agreement to Customer and its Users, including the software application that is for use on a mobile or smart device in order to access the Service. The Service provides access to market data from Exchanges and the ability to enter orders to buy and sell tradable instruments on such Exchanges. The Service consists of system administration, system management, and system monitoring activities performed by or on behalf of ALT CAPITAL. As part of the Services, ALT CAPITAL also grants Customer and its Users the right to use the Software and related program documentation, and support services for such Software.

1.24 "Service Fee" means the fee charged by ALT CAPITAL for Services pursuant to this agreement. The current Service Fee schedule is set forth at the following:

- Maximum limit of 1-10 (one to ten) contracts, chargeable fee is 50% of the net profit generated by AATS, payable fortnightly.
- Maximum limit of 11-50 (eleven to fifty) contracts, chargeable fee is 40% of the net profit generated by AATS, payable fortnightly.
- Maximum limit of 51-100 (fifty-one to one hundred) contracts, chargeable fee is 30% of the net profit generated by AATS, payable fortnightly.
- Maximum limit of 101-200 (one hundred one to two hundred) contracts, chargeable fee is 20% of the net profit generated by AATS, payable fortnightly.
- Maximum limit of over 201 (two hundred one) contracts, chargeable fee is 10% of the net profit generated by AATS, payable fortnightly.

1.25 "Software" means the software programs owned or licensed by ALT CAPITAL, in object code form only, to which ALT CAPITAL grants Customer access as part of the Services, including related Enhancements provided as part of the Service.

1.26 "Taxes" means taxes, duties, levies, deductions or similar governmental charges, however designated, which may be imposed by any jurisdiction, including, without limitation, withholding, customs, privilege, excise, sales, use, value added, and property taxes levied based on gross revenue, or the sale, license, possession or operation of any Service or this Agreement.

1.27 "Term" means the time period when this Agreement is in force, from the Execution Date until the date it is terminated in accordance with Section 8.

1.28 "Termination for Convenience" means termination of the Agreement for any reason or for no reason.

1.29 "Third Party Software" means software licensed by ALT CAPITAL from third parties, including open source software that is used in the Software.

1.30 "Usage Data" means statistical and other aggregated data derived from Customer's use of Services and related services.

1.31 "User" means a single person, system, or program that utilizes the Service.

1.32 "UserID" means a unique number or code that identifies each User of the Service. UserIDs are generated and issued by User.

2. RIGHT TO USE.

2.1 Service. Customer and each Affiliate of the Customer and each employee, agent, or contractor of Customer and any Affiliate may operate and use the Service pursuant to and during the term of this Agreement. Customer agrees not to violate ALT CAPITAL's rights or the rights of any third party who may contribute data or information to the Service. Customer agrees that the Service and the data and information contained therein will not be used for any unlawful purpose. The method and means of providing the Service and related services shall be under the exclusive control, management and supervision of ALT CAPITAL giving due consideration to the requests of Customer. ALT CAPITAL shall provide administrator privileges to [a] named individual[s] identified by Customer. The Customer administrator shall be responsible for all user permissions and identification management. Responsible Companies may also enable access to the Services to Users, who shall have the limited right to use the same in accordance with this Agreement. Customer accepts the terms and conditions of this Agreement on behalf of and accepts full responsibility for performance of all obligations under this Agreement by all of its employees, agents and contractors as well as each of its Client Users. With respect to this Agreement, Customer shall ensure that each of Customer's Affiliates, Users and Client-Users follow the terms of this Agreement as if each was Customer and Customer is always responsible for all acts or omissions of each of its Affiliates and Users. Except for the limited license and rights granted above, ALT CAPITAL and its licensors retain all right, title and interest in the Service, all copies thereof, and all intellectual property and proprietary rights in the Service, including copyrights, patents, trademarks and trade secret rights.

2.2 Software. With respect to any Software available as part of the Service, ALT CAPITAL grants Customer, Affiliates and all of their Users a revocable, non-transferable, personal, nonexclusive license to use and install the object code version of the Software and any accompanying documentation for Customer's and its Affiliates internal use only. The Software is licensed to Customer and its Affiliates, not sold. Except for the limited license granted above, ALT CAPITAL and its licensors retain all right, title and interest in the Software, all copies thereof, and all intellectual property and proprietary rights in the Software, including copyrights, patents, trademarks and trade secret rights.

2.3 Market Data. Customer may, solely for the purposes and on the conditions set forth in this Agreement, receive the Market Data through the Service and it may only be used with the Service. The Market Data may be used solely and exclusively by Users for Customer's internal business purposes on authorized devices and may not be used for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. The Service and data and information, including Market Data, contained therein are protected by copyright, international treaty provisions and other intellectual property laws.

2.4 This Agreement shall not be valid unless ALT CAPITAL and Customer and any Client- User have executed all agreements required by any Exchanges from which Customer is to receive data pursuant to this Agreement either in the form of a subscriber agreement or in such other form as required by the relevant Exchange. Any such agreement shall be an addendum hereto and any violation of such agreement shall constitute a default under this Agreement. Customer hereby indemnifies and holds ALT CAPITAL harmless from and against any liability to the Exchange resulting or arising from Customer or its Users' violation of such agreements.

2.5 Beta Service. During the Term, ALT CAPITAL grants Customer and its Affiliates a revocable, non-transferable, personal, nonexclusive license to use and/or install (as applicable) the object code version of the Beta Services and any accompanying Documentation for Customer's or its Affiliates internal use only. At this early stage of development, operation of the Beta Services may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (i) Beta Services are experimental and have not been fully tested; (ii) Beta Services may not meet Customer's requirements; (iii) the use or operation of any Beta Service may not be uninterrupted or error free; (iv) Customer's use of any Beta Service is for purposes of evaluating and testing the Beta Service and providing feedback to ALT CAPITAL; (v) Customer shall inform its employees, staff members, and other users regarding the nature of Beta Service; and (vi) Customer will hold all information relating to Beta Services and Customer's use of Beta Services, including any performance measurements and other data relating to Beta Services, in strict confidence and shall not disclose such information to any unauthorized third parties. Customer shall promptly report any errors, defects, or other deficiencies in any Beta Service to ALT CAPITAL. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now

known or later discovered, that Customer may have against ALT CAPITAL and its suppliers and licensors arising out of Customer's use of the Beta Services.

2.6 Customer Data. In the event Customer provides or otherwise makes Customer Data available to ALT CAPITAL or the Service, Customer is solely responsible for all such Customer Data. In connection with such Customer Data, Customer affirms, represents, and warrants that: (i) it owns or have the necessary licenses, rights, consents, and permissions to use, including any privacy and publicity rights, and authorize ALT CAPITAL to use all intellectual property or other proprietary rights in and to any and all such Customer Data to enable inclusion and use of the Customer Data in the manner contemplated by the Services and this Agreement; (ii) the Customer Data does not violate any intellectual property or other right of any third party; and (iii) the Customer Data does not include malicious code, which includes, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or passwords.

2.7 Mobile Device. Authorized Users may access the Services via an Eligible Mobile Device and a UserID that is authorized to access User's accounts via the mobile software applications. Access to the Services may incur telecommunication carrier charges, including fees for wireless web and wireless data charges. ALT CAPITAL does not endorse, represent, warrant, or guarantee the performance or operation of any Eligible Mobile Device or the software application running thereon. Any issues with respect to the performance, operation, or costs associated with the Eligible Mobile Device are between Customer and User and Customer and User's telecommunications carrier. Customer further acknowledges and agrees that ALT CAPITAL may collect, transmit, store, and see technical, location, login, and other personal data, including without limitation, technical information about User's device, system, and application software, and peripherals, and information regarding User's location that is gathered periodically to facilitate the Services provided to User. Some of the features and services available on the full site are not available within the mobile optimized site or within the mobile software applications.

3. RESTRICTIONS.

The rights granted to Customer in this Agreement are restricted as follows:

3.1 Use of Services. The use of Services is governed by this Agreement. If you represent an entity and are authorized to agree to the terms of this Agreement on behalf of such entity, you may do so. In such case the use of the Services by Customer or Affiliate and any employee, agent or contractor of such entity or Client-User shall be governed by this Agreement. If you are an employee, agent, or contractor of such entity or a Client-User, then the terms agreed to by your employer or Responsible Company shall apply to your use of the Service.

3.2 Not for Use with other Software. Services were developed for use with specific ALT CAPITAL software and applications and may not be used with or for other trading software, services or channels other than as allowed herein or in the Documentation.

3.3 Purpose. Services may be used only to process Customer's own data and information and, with respect to Exchanges that have authorized Customer, view Market Data and enter trades electronically.

3.4 Unique Users. Before using the Services, each User must (i) register a unique UserID with ALT CAPITAL; (ii) register with a Responsible Company; and (iii) be confirmed and approved as a member of a Responsible Company by the applicable Responsible Company. Each UserID may be registered with only a single Responsible Company at any time.

3.5 Conformance Testing. Use of any Customer Development may be subject to conformance testing by ALT CAPITAL prior to ALT CAPITAL allowing use of such Customer Development in a production or live trading environment. ALT CAPITAL reserves the right to require conformance testing at any time, including after any changes in or to the Service or the Customer Development and may forbid the use of a previously deployed Customer Development until such conformance testing has been completed satisfactorily.

3.6 Limitations on Copy and Distribution. Customer may not copy, rebroadcast, redistribute, or re-disseminate the Service or the information and data contained therein, including Market Data, without previously obtaining ALT CAPITAL's express written consent.

3.7 Limitations on Reverse Engineering and Modification. Except to the extent expressly permitted by applicable law or as otherwise permitted hereunder, Customer may not reverse engineer, decompile, disassemble, modify or create works derivative of the Services.

3.8 Sub-license, Rental and Third-Party Use. Customer may not assign, sub-license, rent, timeshare, loan, lease or otherwise transfer any the Services, or directly or indirectly permit any third party to use or copy the Services.

3.9 Proprietary Notices. Customer may not remove any proprietary notices (e.g., copyright and trademark notices) from the Services.

3.10 Use in Accordance with Documentation. All use of the Services shall be in accordance with the then current Documentation.

3.11 Compliance with Applicable Law. Customer shall be solely responsible for ensuring that Customer's use of the Service is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations. ALT CAPITAL does not assume to provide any legal, tax or regulatory advice to Customer. Customer further acknowledges and accepts that use of the Service, and compliance with any terms herein does not constitute compliance with any law, rule, regulation, statute or other requirements of or promulgated by any governmental authority, as amended or as newly adopted.

3.12 Backup of Customer Data. Customer is solely responsible for and ensuring it has adequate backups of its own data. ALT CAPITAL does not provide backup services for Customer's data.

3.13 Technical Requirements. Customer's systems and networks must meet the minimum technical requirements and specifications required in accordance with the Documentation. A connection to the Internet may be required for certain features of the Services. Customer is solely responsible for the hardware, software or other technology Customer uses to access the Service. ALT CAPITAL is not responsible for any service difficulties resulting from Customer's failure to possess technology adequate to use the Services to Customer's satisfaction. Additional requirements may apply as governed by an Exchange. ALT CAPITAL undertakes no responsibility for Customer's compliance with any Exchange requirements.

3.14 ALT CAPITAL may, but is not required to: (i) verify with an applicable Exchange Customer's membership status, Customer's right to process transactions through such Exchange, and any other information regarding such Exchange provided by Customer; and (ii) terminate, modify, limit or suspend Customer's access to any Exchange if requested by such Exchange or applicable regulatory entity. Customer warrants that it will not use the Services or seek to process orders using the Services that it does not have the right to do so.

3.15 Customer is responsible for the confidentiality and use of each UserID, password, account number, identification number and any other identifier related to the use of the Service by Customer and/or each Affiliate of the Customer and each User and any Affiliate (each an "ID"). Customer shall not hold ALT CAPITAL or any third-party supplier or licensor, including any Exchange, liable for any damages of any kind resulting from disclosure of an ID to any third party, including without limitation to persons or entities who are or claim to be acting as Customer's agent or proxy. If Customer informs ALT CAPITAL or ALT CAPITAL has reason to believe that the security of an ID may be or has been compromised, ALT CAPITAL has the right to terminate Customer's, Affiliate's or any of Customer's or Affiliate's Users' use of the Services. Customer will be responsible for all orders and messages entered through and under its IDs and any messages or orders so sent using the Service will be deemed to have been sent by Customer. Customer agrees to immediately notify ALT CAPITAL if it becomes aware of any loss or theft of an ID; or any unauthorized use of any ID or of the Service, Market Data, or in violation of Section 13.1.

4. ADDING SERVICES AND USERS

4.1 Responsible Companies will permission Users to use the Services using administrative tools that are part of the Service.

4.2 MAPs will access and permit access to Exchanges by providing valid credentials using administrative tools that are part of the Service.

4.3 In the event Customer or Affiliate cancels its or a User's right to use the Services, such person or entity shall have no further right to use and shall destroy any Services and related materials in its possession.

5. FEES AND COSTS

5.1 The Service Fees for use of the Services are based on a weekly Service Fee rate. The Service Fees shall be invoiced by ALT CAPITAL and paid by the Customer in accordance with ALT CAPITAL's standard pricing. The Service Fees will be billed and paid in U.S. Dollars.

5.2 Customer is obligated to pay all ALT CAPITAL invoices in full according to the terms indicated on the ALT CAPITAL invoices, which may be sent to the Customer electronically. Customer will be deemed to be in default hereunder if payment is not received within fourteen (14) days after the date of such invoice and Customer shall pay an interest rate on the outstanding amount of each invoice equal to the lesser of 1.5% per month or the maximum amount permitted by law. The date of each invoice shall be the date such invoice is delivered electronically by ALT CAPITAL to Customer. ALT CAPITAL reserves the right to any other remedies it may have as well. Customer must provide written notice of any disputes over invoices or any Service Fees within six (6) months of the invoice date.

5.3 Service Fees paid for the use of the Service include Enhancements through the period for which the applicable Service Fees have been paid.

5.4 ALT CAPITAL may change Service Fees by providing thirty (30) calendar days' written notice to Customer before the effective date of such change.

5.5 Fees do not include any Taxes. Customer shall pay all Taxes (excluding taxes based solely on the income of ALT CAPITAL). If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to ALT CAPITAL hereunder, Customer agrees to gross up payments actually made such that ALT CAPITAL shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Customer will also provide ALT CAPITAL with a certificate for any such withholding, acceptable to the appropriate taxing authority.

6. SERVICE CHANGES.

ALT CAPITAL may make commercially reasonable changes to the Services from time to time. If ALT CAPITAL makes a material change to the Service, ALT CAPITAL will inform Customer, provided that Customer has subscribed with ALT CAPITAL to be informed about such change.

7. THIRD PARTY COMPONENTS.

To the extent any Third-Party Software is provided with the Software, Customer shall comply with the terms and conditions of the applicable third-party licenses associated with the Third-Party Software, in addition to the terms and restrictions contained in this Agreement. Customer's use of the Software shall be deemed Customer's acceptance of the third-party licenses. ALT CAPITAL MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY SOFTWARE. ALL THIRD-PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL ALT CAPITAL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY SOFTWARE, EVEN IF ALT CAPITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8. TERM AND TERMINATION.

8.1 This Agreement and the license shall commence as of the date you electronically accept or otherwise agree to the terms of this Agreement and will stay in effect until terminated in accordance with the terms of this Section.

8.2 Convenience. Either party may exercise its right to Termination for Convenience at any time by providing written notice to the other party indicating its intention. When exercising its right of Termination for

Convenience, Customer may terminate immediately upon written notice to ALT CAPITAL and ALT CAPITAL may terminate upon no less than one (1) week's prior written notice to Customer.

8.3 Insolvency. Either party may immediately terminate this Agreement if the other party becomes voluntarily or involuntarily subject to bankruptcy, insolvency, liquidation or other similar proceedings.

8.4 Material Breach. Either party may immediately terminate this Agreement in the event of a material breach of the Agreement by the other party, provided that, in the event any non-monetary breach is capable of being remedied, such termination shall not be effective unless such breach remains un-remediated ten (10) calendar days after written notice specifying the nature of the breach is provided by the non-breaching party.

8.5 Suspension of Service. Notwithstanding any other provision of this Agreement, ALT CAPITAL may, in its sole discretion, suspend or terminate access to the Service for any of the following reasons (a) to prevent damages or risk to, or degradation of, the Service or a third party service provider's services; (b) to comply with any law, regulation, court order, or other governmental, regulatory or Exchange request; (c) to otherwise protect ALT CAPITAL from potential legal liability; (d) violation of any of ALT CAPITAL's or a third party's intellectual property rights; or (e) for which any payment is due but unpaid but only after ALT CAPITAL has provided Customer a delinquency notice, and at least ten (10) days have passed since the transmission of the delinquency notice. ALT CAPITAL will use reasonable efforts to provide notice prior to or promptly following any suspension of the Service. ALT CAPITAL will promptly restore access to the Service as soon as the event giving rise to suspension has been resolved. This Section will not be construed as imposing any obligation or duty on ALT CAPITAL to monitor use of the Service.

8.6 Immediately upon any termination of this Agreement, Customer shall have no further right to use the Services and shall promptly pay cash reserve and all fees due hereunder up to the date of termination.

8.7 In the event of a suspension or termination of an account, such termination or suspension is for the entire account and Customer understands that such termination or suspension would therefore include Affiliate sub-accounts, Clients and Client-Users.

8.8 Customer agrees that ALT CAPITAL shall not be liable to Customer or to any other party for any termination or suspension of the Service pursuant to this Section 8.

8.9 Customer agrees that following termination of Customer's account and/or use of the Service, ALT CAPITAL may immediately deactivate Customer's account and that following a reasonable period of time, not to be less than thirty (30) days, ALT CAPITAL shall be entitled to delete Customer's account from ALT CAPITAL's "live" site. During this thirty (30) day period and upon Customer's request, ALT CAPITAL will grant Customer limited access to the Service for up to three (3) days, which may be extended one time without cost, for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to ALT CAPITAL. Customer further agrees that ALT CAPITAL shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that ALT CAPITAL is in compliance with the terms of this Section 8.9.

8.10 The following provisions shall survive any termination or expiration of this Agreement: Sections 1 (Definitions), 2.6 (Customer Data), 3 (Restrictions), 5 (Fees and Costs) to the extent Customer has not paid all amounts due under this Agreement, 8 (Term and Termination), 9.2 (Disclaimer), 10 (Trade Risk Disclaimer), 11 (Indemnities), 12 (Limitation of Liability), 13 (Confidentiality), 14 (Feedback), 16 (Usage Data), 17, (Applicable Laws), 18 (Governing Law), 19 (Headings), 20 (Severability), 21 (Relationship of the Parties), 22 (Inspection Rights), 23 (General), 25 (Notices), and 26 (Electronic Acceptance), as well as any other provisions that by their nature extend beyond the termination of this Agreement.

9. LIMITED WARRANTY; DISCLAIMER.

9.1 ALT CAPITAL warrants that: (i) the Service will perform substantially in accordance with the Documentation, and (ii) such functionality of the Service will not be materially decreased during the term. Customer's sole and exclusive remedy for ALT CAPITAL's breach of this warranty shall be that ALT CAPITAL shall be required to use commercially reasonable efforts to modify the Service to comply with its warranty obligations, and if ALT CAPITAL is unable to restore such functionality, Customer shall be entitled to terminate the Agreement. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Documentation,

this Agreement and applicable law. ALT CAPITAL further warrants that it shall use commercially reasonable efforts to scan the Service for viruses, Trojan horses, and other malicious code, provided that ALT CAPITAL does not warrant against such malicious code with respect to any content and other materials originating from or uploaded by a Customer.

9.2 EXCEPT AS PROVIDED IN THIS SECTION, SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALT CAPITAL AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. ALT CAPITAL DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT CUSTOMER WILL BE ABLE TO PLACE ORDERS THROUGH THE SERVICES, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALT CAPITAL SHALL CREATE ANY ADDITIONAL ALT CAPITAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF ALT CAPITAL'S OBLIGATIONS HEREUNDER. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

10. TRADE RISK DISCLAIMER.

10.1 CUSTOMER AGREES THAT ANY USE OF THE SERVICES SHOULD NOT BE INTERPRETED: (i) AS INVESTMENT, LEGAL OR TAX ADVICE; (ii) AS AN OFFER TO BUY OR SELL ANY SECURITIES, DERIVATIVE, FUTURES OR SERVICES; OR (iii) AS A REPLACEMENT FOR CUSTOMER'S OWN PROFESSIONAL SKILL AND JUDGMENT.

11. INDEMNITIES.

11.1 ALT CAPITAL will indemnify, defend, and hold Customer harmless from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Customer's use of the Services in conformance with the terms of this Agreement infringes a Singapore patent, copyright, or trade secret of that third party. The foregoing indemnification obligation of ALT CAPITAL is contingent upon Customer's promptly notifying ALT CAPITAL in writing of such claim, permitting ALT CAPITAL sole authority to control the defense or settlement of such claim, and providing ALT CAPITAL reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if ALT CAPITAL determines a claim is likely to occur, ALT CAPITAL will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Services free of the infringement claim; or (ii) modify the Services to make it non- infringing, without loss of material functionality. If either of these remedies is not reasonably available to ALT CAPITAL, ALT CAPITAL may, in its sole discretion, immediately terminate this Agreement. Notwithstanding the foregoing, ALT CAPITAL shall have no obligation with respect to any claim of infringement that is based upon or arises out of any of the Excluded Claims. The provisions of this Section state the sole and exclusive obligations and liability of ALT CAPITAL and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Services and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Customer will indemnify, defend, and hold ALT CAPITAL harmless from any claim, demand, action, proceeding, judgment, or liability from a third- party claim relating to or arising out of an Excluded Claim; or Customer's breach of this Agreement. Customer's indemnification obligation is contingent upon ALT CAPITAL promptly notifying Customer in writing of such claim, permitting ALT CAPITAL sole authority to control the defense or settlement of such claim, and providing Customer reasonable assistance in connection therewith.

11.2 The remedies set forth in Section 11 shall be Customer's sole and exclusive remedy and ALT CAPITAL's sole and exclusive liability in the event of any claim of infringement. Notwithstanding any other provision in this Agreement, ALT CAPITAL's indemnity obligation (for both defense and damage related expenses) shall be limited to an amount equal to the total Service Fees paid by Customer in the three (3) months immediately preceding the incident giving rise to the claim. This amount is in the aggregate for the duration of this Agreement regardless of the number of claims that arise ("Indemnity Cap"). ALT CAPITAL shall not enter into any stipulated judgment or settlement that purports to bind Customer without Customer's prior written authorization, which shall not be unreasonably withheld, provided that ALT CAPITAL may settle any claim without Customer's consent if Customer's binding obligations or liabilities are less than or equal to the Indemnify Cap. Customer has the right, at its own expense, to retain counsel of its own choosing and participate in the defense of any such Claim in order to protect its own interests.

11.3 Customer will indemnify, protect, and hold ALT CAPITAL, its managing directors, partners, officers, directors, affiliates, employees and agents, and its third party service providers (“ALT CAPITAL Parties”) harmless from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney’s fees) (collectively, “Losses”) resulting from or arising out of: (i) the use of, or inability to use the Services, Market Data or any other information contained in, produced by or disseminated through the Services, including without limitation any unauthorized use of the Services or Customer’s UserIDs, including any breaches of the security of the Services (including any access or entry into any of ALT CAPITAL’s other systems not covered by this Agreement); (ii) any material breach by Customer of any provision of this Agreement, except to the extent such Losses are due to ALT CAPITAL’s willful misconduct or gross negligence; and (iii) if Customer is acting on behalf of its own customers, clients or other such third parties, including with respect to any claims that a trade was not suitable for or not authorized by such customer.

12. LIMITATION OF LIABILITY.

12.1 EXCEPT FOR CUSTOMER’S PAYMENT OBLIGATIONS, ITS INDEMNIFICATION OBLIGATIONS, OR ITS BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY OR AS A RESULT OF EITHER PARTY’S FRAUD, WILLFUL OR RECKLESS MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT SHALL CUSTOMER, ALT CAPITAL OR ALT CAPITAL’S SUPPLIERS AND VENDORS (INCLUDING WITHOUT LIMITATION EACH EXCHANGE) BE LIABLE TO EACH OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, TRADING LOSSES, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO ACCESS OR USE THE SERVICES OR IN ANY WAY CONNECTED OR ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EXCEPT AS PROVIDED IN SECTION 11 WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS, THE ENTIRE LIABILITY OF ALT CAPITAL AND ITS AFFILIATES, SUPPLIERS AND VENDORS (COLLECTIVELY) UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES (INCLUDING ANY TRADING LOSSES), AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL SERVICE FEES PAID BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE DAMAGES.

12.2 THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT PRECLUDE OR LIMIT IN ANY WAY EITHER PARTY FROM ENFORCING INTELLECTUAL PROPERTY RIGHTS AFFORDED THE PARTY UNDER THE LAW OF ANY STATE OR COUNTRY HAVING JURISDICTION OF THE SUBJECT MATTER OF THIS AGREEMENT OR FROM RECOVERING DAMAGES FOR INFRINGEMENT OF THOSE INTELLECTUAL PROPERTY RIGHTS UNDER THE PROVISIONS OF THIS AGREEMENT, INCLUDING CUSTOMER OR ANY AFFILIATE, EMPLOYEE AGENT OR CONTRACTOR’S BREACH OF SECTIONS 2 OR 3.

13. CONFIDENTIALITY.

13.1 ALT CAPITAL agrees that it shall not disclose any Customer Information to any persons or entities other than ALT CAPITAL Parties who have an obligation to preserve the confidentiality of the Customer Information and have a need to know the Customer Information in order to fulfill ALT CAPITAL’s obligations under this Agreement, maintain and enhance the operation of the Services and/or comply with applicable laws; provided however, that Customer agrees that Customer Information may be disclosed to the extent required in order for ALT CAPITAL to perform the Services and to process Customer orders in the normal course of business, to comply with applicable laws and/or to respond to requests of government or regulatory authorities, including any self-regulatory organizations. Except as required by applicable laws, Customer will hold the Services, any information associated therewith, Market Data, and any and all information, software, algorithms, user manuals, technical documentation, knowledge, systems, and data relating to the business, operations, clients, finances and affairs of ALT CAPITAL in strict confidence and not disclose them to third parties or use them for any purpose not contemplated by this Agreement. The restrictions set forth in this section shall not apply to information which (a) is or becomes publicly known without breach of this Agreement by ALT CAPITAL, (b) was rightfully acquired from a third party by ALT CAPITAL prior to receipt from Customer, (c) is subsequently rightfully obtained by ALT CAPITAL from a third party, (d) is developed independently by ALT CAPITAL, without reference to Customer Information, unless such Customer or Client is also a direct customer of ALT CAPITAL, in which case their information may be subject to different terms, or (e) is generally known by persons in the banking, technology, securities, or financial services industries. Neither Party shall, without the permission of the other Party, (i) disclose the terms of this Agreement (other than to its affiliates or as required by applicable laws) or (ii) refer to the other Party or its affiliates in any manner in connection with the promotion of any product or service (other than to its Affiliates), provided that ALT CAPITAL may refer to Customer as being a client of ALT CAPITAL in

customer reference lists and, sales presentations without the prior written consent of Customer. Each Party agrees to use reasonable efforts to ensure that its employees, agents and independent contractors are bound by written confidentiality/non-disclosure obligations at least as restrictive as this Section 13.

13.2 All materials containing or derived from the confidential information of the disclosing Party will be returned promptly to the owner thereof or destroyed upon the earlier of: (a) termination of this Agreement, or (b) the owner's written request. The Party returning confidential information will certify in writing that, to the best of such Party's knowledge, all tangible materials containing such confidential information have been returned to the owner or destroyed and that all such confidential information stored electronically, magnetically, optically or in some other non-tangible form has been destroyed. Each Party agrees to use reasonable efforts to ensure that, upon termination of any of its employees' employment, such employee shall promptly return to such Party or destroy all materials in his or her possession containing confidential information of the other Party. Notwithstanding the foregoing, neither party shall be required to remove copies of the other Party's confidential information from its backup media and servers, where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation.

13.3 ALT CAPITAL agrees that it shall hold all information associated with Users ("User Information") confidential and shall not disclose such User Information to any persons or entities other than ALT CAPITAL Parties who have an obligation to preserve the confidentiality of the User Information and have a need to know the User Information in order to fulfill ALT CAPITAL's obligations under this Agreement, maintain and enhance the operation of the Services and/or comply with applicable laws. "User Information" includes a User's name, email, trading account numbers, billing information, trading limits and margins, trading algorithm definitions, and other similar information associated with a User as configured by the Responsible Company's administrator. Notwithstanding anything to the contrary (a) ALT CAPITAL may disclose User Information as necessary for ALT CAPITAL to perform the Services and to process Customer's orders in the normal course of business, to comply with applicable laws, and/or to respond to requests or regulatory authorities, including any self-regulatory obligations; and (b) ALT CAPITAL may share and User information with successors in interests and assigns permitted under this Agreement.

14. FEEDBACK.

Customer may provide Feedback to ALT CAPITAL. Feedback is voluntary and ALT CAPITAL is not required to hold it in confidence. ALT CAPITAL may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants ALT CAPITAL an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with ALT CAPITAL's business, including enhancement of the Services.

15. TRANSFER AND USE OF DATA.

ALT CAPITAL may transfer, store and process Customer and User data in the United States or any other country in which ALT CAPITAL or its agents maintain facilities. ALT CAPITAL may also share Customer and User data with Exchanges or other regulatory bodies.

16. USAGE DATA.

In an effort to continually improve the Services and other services provided by ALT CAPITAL to Customer and ALT CAPITAL's other customers, ALT CAPITAL will collect Usage Data. Customer grants ALT CAPITAL a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit the Usage Data for ALT CAPITAL's internal business purposes, including the provision of products and services to ALT CAPITAL's customers. Except as necessary or otherwise required for ALT CAPITAL's performance of its obligations under this Agreement and subject to obligations of confidentiality, ALT CAPITAL will not make any Usage Data available to any third parties. ALT CAPITAL may also use information derived from Customer's use of the Services to better service Customer, including suggesting other ALT CAPITAL products and services that may be of interest.

17. APPLICABLE LAWS.

17.1 Each party warrants that at all times it shall comply with all applicable federal, state, local and other laws as such laws may be amended from time to time in performing its obligations pursuant to this Agreement.

17.2 ALT CAPITAL acknowledges that Customer is and/or may be subject to Privacy Laws. Furthermore, ALT CAPITAL agrees to and shall ensure that its representatives cooperate with Customer with respect to Customer's obligations under the Privacy Laws and comply with all provisions of Privacy Laws applicable to ALT CAPITAL relating to the collection, storage, use, processing, disclosure or disposal of Personal Information provided to or accessible by ALT CAPITAL or any of its representatives in the course of carrying out this Agreement or providing services to Customer. Notwithstanding the foregoing, Customer acknowledges and agrees that ALT CAPITAL may use personally identifiable information for billing purposes and may share such information with ALT CAPITAL Affiliates and service providers and may share personally identifiable information with Exchanges to the extent required to comply with contractual obligations with such Exchanges.

17.3 ALT CAPITAL confirms, in relation to the provision of the Services to the Customer and the activities to be carried out under the Agreement that: (i) its officers, directors and employees are subject to the policies and procedures of ALT CAPITAL which are designed to prevent the occurrence of bribery and corrupt conduct; and (ii) it shall procure compliance with such policies and procedures by its officers, directors and employees.

17.4. DISPUTE RESOLUTION.

17.4.1 In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the parties shall send written notice of their respective positions to the other party and will exert good faith efforts to resolve the dispute. If the dispute is not settled at the expiration of thirty (30) days from the date the first written notice is received by either party (the "Resolution Period"), then the entire matter shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules in effect at the time of the arbitration.

17.4.2 In the event of any conflict between this Agreement and the Commercial Arbitration Rules, this Agreement will control.

17.4.3 Arbitration will be on an individual basis and the parties waive their right to participate in class-wide arbitration.

17.4.4 If the amount in controversy is less than US\$1 million (\$1,000,000), there will be a single arbitrator who will be selected as follows: (a) each party will propose three potential arbitrators, all of whom must have experience and/or expertise with subject matter of the dispute and must not be connected with either party; (b) the parties will confer with each other in a good faith effort to agree on an arbitrator selected from one or both of the parties' lists; (c) if an arbitrator is not selected by the parties within twenty (20) days of the expiration of the Resolution Period, the selection shall be made by the appointing authority from the list of available arbitrators neutrals with experience and/or expertise in the subject matter of the dispute. If the arbitrator is unable or unwilling to serve at any point in the dispute resolution process, the process for selection of an arbitrator specified in this section will be repeated, running from the date of notice of the unavailability of the first arbitrator instead of the date of the expiration of the Resolution Period. If the amount in controversy is US\$1 million or more, there will be three (3) arbitrators, all of whom must have experience and/or expertise in the subject matter of the dispute. With respect to a three- person tribunal, each side shall have the right to select one arbitrator and the two so chosen (in consultation with the aide who appointed each arbitrator), shall attempt to agree on a Chairman. If the parties cannot agree on a Chairman within 30 days of the filing of the Request for Arbitration, the appointing authority shall make such selection from the list.

17.4.5 The place of the arbitration will be Republic of Singapore, or in any other location agreed to by all parties. Unless the parties otherwise agree, or the arbitrator determines that attendance in person would be unduly burdensome, the parties (or a corporate representative if a party is not an individual) will personally attend the arbitration hearings. If the arbitrator determines that attendance in person would be unduly burdensome, the arbitration may be conducted, in whole or in part, by video conference. Whether or not the parties personally attend, the place of the arbitration will be deemed to be Republic of Singapore. If the parties personally attend the arbitration, the parties will select a specific location in Republic of Singapore for the arbitration. If the parties are unable to agree on a specific location within twenty (20) days of the commencement of the arbitration, the location will be selected by the arbitrator.

17.4.6 The language of the arbitration will be English.

17.4.7 In addition to the power to grant monetary relief, the arbitrator shall have the power to grant any other remedy or relief available under Republic of Singapore law, whether provisional or final, including but not limited to preliminary or conservatory injunctive relief, and any such measures ordered by the arbitrator will be enforceable to the extent permitted by applicable law.

17.8 All costs and expenses of the arbitral tribunal and of the arbitral institution shall be borne by the parties equally. Each party shall bear all costs and expenses (including of its own counsel, experts and witnesses) involved in preparing and presenting its case.

17.4.9 The award in any arbitration shall be rendered within twelve (12) months of the commencement of the arbitration, unless the parties agree to a longer period of time for the arbitration or the arbitrator determines that the interest of justice or the complexity of the case requires that this limit be extended.

17.4.10 Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

17.4.11 In the event that the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, that dispute shall be resolved exclusively in a state or federal court of competent jurisdiction. The parties submit to the in personal jurisdiction of such courts for purposes of any such action or proceeding and waive any argument that such venue is an inconvenient forum. Any such dispute that is not subject to arbitration for any reason shall be decided solely by a judge, without the use of a jury and THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

17.4.12 The content of the arbitral proceedings and any rulings or award shall be kept confidential by the parties and the arbitrator except: (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award or other relief granted by the arbitrator in bona fide legal proceedings before a state or federal court or other judicial authority; or (ii) with the consent of all parties. Notwithstanding anything to the contrary in this Agreement, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or presentation of a claim or defense in the arbitration.

17.4.13 Any proceedings to confirm or vacate an arbitration award will be governed, whenever possible, by the laws of the Republic of Singapore, without regard to its choice of law provisions. The foregoing notwithstanding, any arbitration award may be presented to and enforced by any judicial or other authority, in any country, having authority to enforce the arbitration award.

17.4.14 Each party retains the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre- arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

18. GOVERNING LAW.

This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore, as applied to agreements entered into within Republic of Singapore.

19. HEADINGS.

The headings at the beginnings of the Articles of this Agreement are for identification purposes and shall not affect the interpretation or construction of this Agreement.

20. SEVERABILITY.

In the event any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be severed and modified to the extent necessary to make such provision enforceable, and the remainder of this Agreement shall remain valid and fully enforceable.

21. RELATIONSHIP OF THE PARTIES.

21.1 The parties agree that ALT CAPITAL shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by ALT CAPITAL who perform duties related to this Agreement shall remain under the supervision, management, and control of ALT CAPITAL.

21.2 The parties hereby acknowledge and agree that each Exchange is an intended third party beneficiaries of the Agreement. Otherwise, the parties are the sole parties to this Agreement which is personal to them and acknowledge that they do not hold the benefit of any provisions on behalf of third parties and that no third parties shall have the benefit of any provisions of this Agreement or any right to enforce the same.

22. INSPECTION RIGHTS.

During the term and for up to three (3) years after the expiration or termination hereof, ALT CAPITAL may, on reasonable written notice, audit Customer's compliance with the terms and conditions of this Agreement. Customer will reasonably cooperate in the audits, including making relevant personnel and records available for ALT CAPITAL's review. Customer shall also provide ALT CAPITAL with access to all data related to Customer's use of market data. ALT CAPITAL shall also have the right to audit Customer's records (including any records of Customer's Clients) related to Customer's use of market data to verify accurate reporting and compliance with the Agreement. In the event the audit reveals any non-compliance, the reasonable cost of the audit will be paid by Customer, Customer will immediately pay any additional fees associated with the non-compliance, plus interest at the maximum rate permitted by law from the date the fees should have been paid, and Customer shall comply with the terms of the Agreement.

23. GENERAL.

This Agreement constitutes the entire understanding and agreement between ALT CAPITAL and Customer with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement only as agreed to in this Agreement.

Without limiting the generality of the foregoing, any EULA that may appear upon installation or use of the Software or Service and may be assented to by the User does not supersede this Agreement to the extent it would otherwise apply because the User is an employee, agent, contractor or authorized User of a customer who has already taken responsibility for such person or entity under the terms of this Agreement or a similar agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties, provided that in the event Customer downloads, installs or uses any Enhancement or new version of the Service, Customer may be required to enter into and accept the terms of the then-current Agreement. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by ALT CAPITAL to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. ALT CAPITAL may assign any of its rights or obligations hereunder as it deems necessary. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

24. ASSIGNMENT.

This Agreement is specific to Customer and Customer may not assign or otherwise transfer its rights or obligations as specified in this Agreement without the prior written consent of ALT CAPITAL. This Agreement shall not be construed or interpreted to confer or provide any rights to any third parties.

25. NOTICES.

All legal notices shall be in writing and shall be sent to the addresses provided to ALT CAPITAL by Customer during the initial registration process prior to using the Service or to such other address as either party may request. Legal notices to ALT CAPITAL shall be sent to the following address:

ALT CAPITAL Pte LTD Attn: General Counsel

The Great Room, One George Street, #10-01 Singapore 049145.

E-mail: info@altcapitalfund.com

Notices shall be deemed given (i) the fifth business day after they are mailed by certified mail, return receipt requested, (ii) the next business day after they are sent by reputable overnight courier service or two days if sent from outside the United States, and (iii) the same business day when sent by facsimile or e-mail between 8:00 a.m. and 5:00 p.m. or the next business day if sent after 5:00 p.m., provided that all facsimile transmissions shall be confirmed by notice using one of the methods set forth in subsections (i) or (ii) above. Information regarding support, Enhancements, Service changes, price changes and related issues ("General Notices") also may be communicated to Customer with electronic notifications that are part of the Services (e.g., using the Service's message center functionality) or by e-mail from ALT CAPITAL.

26. ELECTRONIC ACCEPTANCE.

This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. Customer acknowledges and agrees that, pursuant to Section 5.2, invoices may be sent to Customer by e-mail and each invoice shall be deemed received on the date the e-mail is sent. Customer is obligated to provide ALT CAPITAL with contact information of the person designated by the Customer to receive ALT CAPITAL invoices, legal notices and other General Notices. Customer shall notify ALT CAPITAL immediately of any changes to the invoice contact information by sending an e-mail to infol@altcapitalfund.com for any changes to legal or general contact information.

In addition to the terms of the Customer Service Agreement, I understand and accept the terms of the ALT CAPITAL Pte LTD Privacy Policy