

PERFORMANCE UNDERTAKING

Important Notice

1. **Legal Document.** This is an important legal document.
2. **Sample form.** There is no standard form for a performance undertaking. If this form does not reflect your wishes or suit your needs in any way, seek advice from a professional lawyer.

Instructions

1. **Seeking Legal Advice.** Read over the following document carefully, if there is anything you do not understand, you should ask a lawyer to explain it to you.
2. **Signature.** Sign the document.
3. **Document Keeping.** Keep the original document in a safe place, accessible to you and your authorized person.

PERFORMANCE UNDERTAKING

THIS UNDERTAKING is issued on the [insert date] day of [insert month] [insert year] (the “Undertaking”)

BY

[Insert the name of the Company], a company incorporated in [insert country] and having its registered office at [insert address] (the “Promisor”);

IN FAVOR OF

KuCoin (the “Promisee”)

WHEREAS

1. The Promisee includes the legal owner company of KuCoin platform and its parent company and direct and indirect subsidiaries of the parent company;
2. The Promisor is an institutional client of the Platform and wishes to purchase, sell and/or exchange the digital currency assets on the Platform;
3. It is a condition precedent to purchase, sell and/or exchange the digital currency assets on the Platform that the Promisor shall have submitted the relevant document and information as per request by the Promisee (the “Document”) for reviewing;
4. The Promisee agrees to review the Document and the respective updates.

NOW, THEREFORE, in consideration of the Promisee having agreed to review the Document to be submitted by the Promisor and/or continuing to review any new document and/or amended document at any time and from time to time to be submitted by the Promisor for the purposes and subject to the terms and conditions of Promisee's internal reviewing rules, the Promisor hereby irrevocably covenants, agrees and undertakes the following:

1. The Promisor undertakes to submit the following documents to the Promisee:

- Registration information of the Promisor;
- Information of the legal representative of the Promisor;
- Certificate of incorporation;
- Information of the Agent appointed by the Promisor;
- Any other document and/or information which may be required by the Promisor

from time to time.

2. All Document heretofore furnished or to be furnished at any time by the Promisor to the Promisee arising out of and/or in connection with this Undertaking, is and will be authentic, comprehensive and accurate in all respects as of the date so furnished;

3. No Document shall contain, or will contain, as of the date so furnished any false, untrue, or misleading statement of a fact, or omits to state or will omit to state any material fact.

4. Promisor shall issue written notice within seven (7) working days if any change or alteration of the information of the Document takes place, along with the relevant documentary proof.

5. The Promisor shall at all times indemnify and reimburse the Promisee and its officers, employees, or the agents and keep the Promisee and its officers, employees or agents well and fully indemnified from and against all actions, suits, proceedings, liabilities claims, losses, costs,

damages, demands and expenses of whatsoever nature which arising out of and/or in connection with the submitted Document and/or its corresponding amendments whether the same arises sustains accrues or incurs prior or subsequent to the execution of this Undertaking.

6. The Promisor shall not assign or transfer any rights or obligations of the Promisor under this Undertaking. The Promisee may assign any of its rights under this Undertaking to any person without the prior consent of the Promisee.

7. This Undertaking may be signed in any number of counterparts and shall have effect as if all signatures in each counterpart are signed on the same copy of this Undertaking and this Undertaking shall, notwithstanding the diverse dates of signing by the signatories, come into force and effect on the date the first of the signatory signs.

8. The undersigned acknowledges that this Undertaking is being relied upon by the Promisee, and agrees that the Promisee shall be entitled to take all necessary legal action, including seeking damages or injunctive relief, in the event of any breach or misrepresentation contained herein.

9. This Undertaking shall be governed by and construed in all respects in accordance with the laws of Singapore. The undersigned hereby submits to the non-exclusive jurisdiction of the courts of Singapore in respect of all matters arising from or in connection with this Undertaking.

The undersigned hereby acknowledges and consents to the provisions of this Undertaking as of the date first above written.

By: Promisor

[Insert the name of the company]

Official Seal

(Signature)

Representative: [insert the name]

Date: [insert the date]