

BigFundr Private Limited

USER PLATFORM AGREEMENT

1. INTRODUCTION

- 1.1 This **USER PLATFORM AGREEMENT** ("**Agreement**") shall apply between you and **BIGFUNDR PRIVATE LIMITED** (Registration No. 201917020N), a company registered in Singapore and having its registered address at 55 Ubi Avenue 3, Aspial One, Singapore 408864 ("**BigFundr**").
- 1.2 BigFundr is licensed by the Monetary Authority of Singapore (the "**Authority**") and holds a capital markets services licence under the Securities and Futures Act (Cap. 289) of Singapore ("**SFA**") for dealing in capital markets products that are securities. BigFundr operates BigFundr.com, an interactive online and mobile platform that offers and facilitates consumer-to-business lending specifically in the property segment ("**Platform**").
- 1.3 You agree to enter into this Agreement for BigFundr to arrange, facilitate and/or make available to you the direct or indirect issuance, execution, hosting or offering of the Debenture Notes (as defined below) and or any products, instruments, facilities, reports, accounts, data, information, including transaction verification and any other features, technologies or functionalities offered by BigFundr, and all additional or new products, or facilities, instruments, reports, accounts, data and information as may be introduced by BigFundr from time to time via computer or telephonic electronic services or systems, internet, private network, personal computers, mobile telephones, wireless connection, touchscreen terminals, or any other medium of tele-communication that BigFundr may, in its sole and absolute discretion, adapt, introduce for you from time to time ("**Services**") subject to fees, charges and payment as determined and/or incurred by BigFundr and the compliance to the terms and conditions set out herein.
- 1.4 This Agreement must be read in conjunction with the following documents (as may be amended from time to time), which are incorporated herein by reference and shall also apply to you:
 - 1.4.1 the terms of use which can be accessed via a link on the Platform (the "**Terms of Use**");
 - 1.4.2 the risk disclosure statement which can be accessed via a link on the Platform (the "**Risk Disclosure Statement**");
 - 1.4.3 the privacy policy which can be accessed via a link on the Platform (the "**Privacy Policy**"); and
 - 1.4.4 the On-boarding Documents (as defined below),

(collectively, the "**Platform Documents**").
- 1.5 In case of conflict between any terms in this Agreement and the Platform Documents, the terms of this Agreement shall prevail.
- 1.6 By accessing and/or registering with the Platform or using any Services within or via the Platform, you agree and acknowledge that you have read, understood and agree to be bound by the Platform Documents (as may be amended from time to time).
- 1.7 You agree acknowledge that where you click on a button containing the words "I Accept", "I Consent", "Invest", "Withdraw", "Confirm", "Opt-out", "Sell", "Agree", "Submit", "Continue", "Update", "Deposit", "Verify" or other similarly worded "button" or entry field on the Platform with your mouse, key stroke or other computer, mobile telephones, touch screen terminals, any medium of tele-communication or electronic device ("**Electronic Instructions**"), your agreement, actions, acknowledgment or consent shall be deemed irrevocable, binding and enforceable and will be regarded as the legal equivalent of your handwritten "wet-ink" signature.
- 1.8 If you do not agree to any terms of the Platform Documents, you should not proceed to agree

to the terms of this Agreement and/or continue to visit, access, or use the Platform, or any Services. For avoidance of doubt, your continued use of the Platform and/or Services shall be deemed to be your unconditional acceptance and acknowledgment of, and consent to be bound by, the Platform Documents. You are also responsible for ensuring that all persons who access the Platform through your Account comply with the Platform Documents.

2. DEFINITIONS AND INTERPRETATION

2.1 In addition to terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement, unless the contrary intention appears:

- "Account"** : means the account of each User hosted on the Platform and maintained by BigFundr that is associated with the unique identifier of the relevant User, under which each User may manage the Debenture Notes he has subscribed for;
- "Accredited Investor"** : has the same meaning as that set out in Section 4A(1)(a) of the SFA;
- "Applicable Law"** : means all applicable laws, statutes, codes, ordinances, regulations, orders, decrees, awards, rules, directives, guidelines, protocols, requests (whether or not having the force of law) or other requirements of any governmental, judicial, regulatory or arbitral body of any jurisdiction applicable to the relevant entity;
- "Borrower"** : means the entities seeking to raise capital from Users on the Platform;
- "Business Day"** : means a day other than a Saturday or Sunday or public holiday in Singapore;
- "Deal Fact Sheet"** : means a document tabulating the terms of an Offer and the relevant Debenture Note, and information about the relevant Borrower;
- "Debenture"** : has the same meaning ascribed to it in Section 239 of the SFA, which shall include debenture stock, bonds, notes and other debt securities issued by a corporation or any other entity, whether or not constituting a charge on the assets of the issuer but does not include a cheque, letter of credit, order for the payment of money or bill of exchange or any other prescribed document;
- "Debenture Note"** : means a Debenture that is listed on the Platform to be issued by a particular Borrower to BigFundr (acting for and on behalf of you);
- "Electronic Communications"** : means communication transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person):
- (a) by means of a telecommunication system (whether audio, visual or both); or
 - (b) by other electronics means (whether wholly or partly),
- such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form;
- "Encumbrance"** : means any form of legal, equitable or security interests, including any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, adverse claim, rent-charge, claim, option, pre-emption rights, right to acquire, security arrangement, restriction, security

interest, hypothecation, equity, power of sale or other third party rights, rights of pre-emption, right of first refusal, any preference arrangement (including title transfers and retention arrangements or otherwise) and any other encumbrance or condition whatsoever or any other arrangements having similar effect, and **"Encumber"** shall be construed accordingly;

- "Escrow or Cash Administrator Account"** : means an Escrow or Cash Administrator Account maintained with the Escrow Agent or Cash Administrator in the name of BigFundr to deposit the User's Funds;
- "Escrow Agent or Cash Administrator"** : means Vistra CM Services Pte. Ltd. in its capacity as Escrow Agent or Cash Administrator for the User's Funds pursuant to activities of the Platform;
- "Force Majeure Event"** : means any act of God, strike, lockout, act of the public enemy, war declared or undeclared, invasion, act of terrorism or sabotage, blockade, labour disturbance, strike, revolution, riot, insurrection, civil commotion, sabotage, accident, volcanic eruption, natural disaster, earthquake, fire, flood, hostility, explosion, act or decree or omission of any governmental agency restraint, perils of the sea, embargo, epidemic, radioactive, chemical or biological contamination and aircraft crashes, a communication failure (including internet), power failure, or equipment or software malfunction or any other cause, event or circumstance, whether of the kind specifically enumerated above or otherwise, the occurrence and the effect of which is beyond the reasonable control of BigFundr whose obligation it affects, notwithstanding the exercise of reasonable foresight, diligence and care on the part of BigFundr;
- "Governmental Agencies"** : means any governmental, semi-governmental, administrative, regulatory, legislative, executive, judicial, local or statutory agency, authority, body, commission, department, exchange, tribunal or entity and **"Governmental Agency"** means any one of them;
- "Indebtedness"** : means all the present or future indebtedness of the User to BigFundr howsoever arising and whether in any currency including all interest, costs, charges and legal expenses (on a full indemnity basis) charged or incurred by BigFundr and including those arising from BigFundr in perfecting or enforcing or attempting to enforce any Encumbrance against the User which may be held by BigFundr from time to time and so that interest shall be computed according to BigFundr's usual mode after as well as before any demand is made or judgment is obtained and notwithstanding the termination of any of Account referred herein;
- "Investment Amount"** : means the amount committed by a User from its User's Funds to subscribe for a Debenture Note in any Offer through the Platform by a User, which is also the total amount at risk of total loss in the event the Borrower fails to comply with its Repayment obligations pursuant to the Offer;
- "Insolvency Event"** : means an event where, (a) in relation to an entity: (i) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution without winding up (otherwise than for the purposes of a solvent reconstruction or amalgamation) of the entity; (ii) a receiver, receiver and manager, judicial manager, liquidator, administrator or like official is appointed over the whole or substantially the whole of the undertaking or property of the entity; (iii) the holder of an Encumbrance takes possession of the whole or substantially the whole of the undertaking or property of the entity; (iv) the entity proposes or takes any steps to implement a scheme, arrangement, assignment or other compromise with its creditors, any class of its creditors or for the benefit

of its creditors or any class of them; (v) the entity is declared or taken under Applicable Law to be insolvent or the entity's board of directors resolves that it is insolvent; (vi) the entity has stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts which are due; or (vii) anything analogous with any of the above; (b) in relation to a trust, all or substantially all of the assets of the trust becomes vested in the beneficiaries; or (c) in relation to a natural person: (i) such natural person authorises a registered trustee or solicitor to call for a meeting of his creditors or proposes or enters into a deed of assignment or composition with any of his creditors; (ii) any third party holding a security interest in any of such natural person's assets enters into possession of or takes control of any of such assets; or (iii) such natural person commits an act of bankruptcy, including having a bankruptcy order made against him, acts of applying or obtaining an order for voluntary arrangement, or being placed under a debt repayment scheme;

- "Institutional Investor"** : has the same meaning as that set out in Section 4A(1)(c) of the SFA;
- "Interest Amount"** : means amount of interest to be paid to a User under a Debenture Note;
- "KYC Programme"** : means the anti-money laundering, countering of the financing of terrorism and know-your-client programme implemented by BigFundr, as may be amended, varied and/or supplemented from time to time;
- "Losses"** : means all costs, damages, losses, liabilities, charges, actions, claims demands and expenses in connection with any action, suit or proceeding, investigations, judgments, orders whether involving a third party claim or a claim solely between the Parties and any incidental, indirect or consequential damages (including any ordinary, direct, indirect, consequential, incidental, special, punitive or exemplary damages), losses (direct or consequential), liabilities or expenses, and any lost profits or diminution in value;
- "Maximum Investment Limit"** : means the maximum Investment Amount which a User is entitled to invest in any particular Offer, as determined by BigFundr depending on the circumstances and nature of the Offer;
- "Minimum Initial Deposit"** : means S\$1,000.00 to be transferred into the Escrow or Cash Administrator Account;
- "Minimum Investment Limit"** : means the minimum Investment Amount applicable for any particular Offer, as determined by BigFundr depending on the circumstances and nature of the Offer;
- "Offer"** : means an offer made by a Borrower in the form of a digital or electronic fundraising exercise conducted, hosted and made available on the Platform for Users to subscribe for a Debenture Note;
- "On-boarding Documents"** : means the account opening application form, investor information form, the KYC Programme and any documents (as varied or supplemented from time to time) completed by you and submitted within the Platform in compliance with the terms and conditions herein for User registration;
- "Parties"** : means the User and BigFundr;
- "Repayments"** : means the payment of Repayment Amounts by the Borrower into the Escrow or Cash Administrator Account;

- "Repayment Amounts"** : means the sum of the Interest Amounts and the Investment Amounts to be paid and repaid (as the case may be) by the Borrower;
- "Representative"** : means, in relation to a person, any director, officer or employee of, and any accountant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert adviser or consultant to, that person;
- "Security Documents"** : means this Agreement and any other document entered into by any person which is a guarantee of, or which creates or evidences or purports to create or evidence any Encumbrance over all or any part of its assets in respect of, any of the obligations of any obligor, or any other document entered into in connection with the creation, validity, perfection or priority of any such guarantee or Encumbrance which may from time to time be executed to secure the payment by the Borrower or any other obligor towards the Total Debenture Note Amount.
- "S\$"** : means the lawful currency of the Republic of Singapore;
- "Tax" or "Taxes"** : means all forms of taxation (other than deferred tax) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of tax, in each case, whenever and wherever imposed on any Party and whether chargeable directly or primarily against or attributable directly or primarily to a Party and all penalties, charges, costs and interest relating thereto;
- "Total Debenture Note Amount"** : means the total amount that a Borrower is seeking to raise from Users on the Platform;
- "Transaction Documents"** : means any relevant documents for the purposes of subscribing to the Debenture Notes, including (where applicable) this Agreement and the Security Documents;
- "User" or "you"** : means a registered user of the Platform;
- "User's Bank Account"** : means the account or account(s) opened or maintained by a User (a) from which a User can transfer funds to its Account and (b) to which a User can transfer its User's Funds (as the case may be); and
- "User's Funds"** : means the aggregate monies or any part of it which is deposited by Users into the Account for the purpose of subscribing for a Debenture Note in any Offer, and which is held in the Escrow or Cash Administrator Account or in BigFundr's custody and control and/or monies in the custodian/sub-custodian's custody and control.

2.2 In this Agreement:

- 2.2.1 the headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this Agreement;
- 2.2.2 singular words include the plural and vice versa;
- 2.2.3 references to persons or entities include natural persons, bodies corporate, partnerships, trusts and unincorporated and incorporated associations of persons, and their respective successors in title and permitted assigns;

- 2.2.4 a word of any gender includes the corresponding words of any other gender; and
- 2.2.5 a reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision (as so modified or re-enacted) from time to time.

3. APPOINTMENT OF BIGFUNDR AS AGENT

- 3.1 You hereby irrevocably and unconditionally authorise BigFundr to open and administer your Account as BigFundr may deem fit for and on your behalf to carry out your instructions pursuant to the terms and conditions set out herein.
- 3.2 You also appoint BigFundr as an agent in connection with the Services conducted on or via the Platform ("**Agency**").
- 3.3 You agree that BigFundr or any person authorised by BigFundr shall remain the creditor on your behalf in relation to the Borrower pursuant to any Debenture Notes in any legal or recovery action, unless otherwise required by BigFundr.
- 3.4 You further agree and authorise BigFundr to:
- 3.4.1 perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions under or in connection with the Agency together with any other incidental rights, powers, authorities and discretions which includes:
- (a) to execute and amend any such contracts including the Transaction Documents so as to give effect to and to protect your legal rights on your behalf, and that you shall be deemed to have granted such authority to BigFundr to sign and execute such Transaction Documents on your behalf and you agree to be bound by the terms of such Transaction Documents as if you were a party;
 - (b) to keep in its custody all documents in relation to any Debenture Notes you have subscribed for;
 - (c) to by itself and/or by any appointed security agent, hold one or more different types of Encumbrances with respect of any Debenture Notes you have subscribed for on your behalf; and
 - (d) to exercise and enforce any such rights, powers, authorities, and discretions you may have under or in connection with the Transaction Documents on your behalf at such time when BigFundr deems necessary subject to the terms of this Agreement. You agree and acknowledge that any exercise of discretion hereto by BigFundr will only be exercised having regard to the interests of all the relevant Users as a whole and not to any individual Users, specific group of Users or yourself; and
- 3.4.2 recall the financing facility granted to any Borrower pursuant to the issue of any Debenture Note, to restructure the repayment terms, to commence legal action against the Borrower and/or to take any other legitimate recovery action in its sole discretion on your behalf pursuant to any default in Repayment obligations by a Borrower.

4. USE OF THE PLATFORM AND THE SERVICES

- 4.1 By visiting, accessing or using the Platform or any Services, you warrant and represent that you have the legal capacity to consent to, and agree to be bound by, this Agreement in its entirety, and that any information or documents provided by you shall be true and accurate to the best of your knowledge.
- 4.2 BigFundr or its Representatives, will perform or cause to perform the following Services:

- 4.2.1 assessing the creditworthiness of the Borrowers;
 - 4.2.2 hosting and making available the Offers and facilitating the subscription of Debenture Notes on the Platform;
 - 4.2.3 preparing, facilitating and executing the Security Documents for each Offer on behalf of the relevant Users;
 - 4.2.4 operating and maintaining a record of the Users' activities, Electronic Instructions and investments on the Platform;
 - 4.2.5 upon receipt of the same, facilitating the disbursement of Investment Amounts from Users to Borrowers and/or any third-party authorised by the Borrowers, and the Repayments from the Borrowers to Users, under the relevant Debenture Note;
 - 4.2.6 managing the Escrow or Cash Administrator Account in accordance with the terms and conditions of the agreement with the Escrow Agent or Cash Administrator;
 - 4.2.7 enforcing any rights that you and/or BigFunder might have under the Transaction Documents;
 - 4.2.8 amending, responding to, or resolving disputes concerning the Transaction Documents; and
 - 4.2.9 any other services deemed by BigFunder to be incidental to, ancillary to, or expedient in connection with the foregoing.
- 4.3 The Services are provided to you solely and shall not be used by third-parties. All Electronic Instructions made by you through the Platform shall be deemed to be irrevocable, binding and enforceable on you.
- 4.4 You acknowledge and understand that:
- 4.4.1 the Platform is a communication tool made available by BigFunder to you and to facilitate the communication from the Borrowers and an investment tool to enable the subscription to any Offers; and
 - 4.4.2 there are risks in your use of the Platform (including security and confidentiality risks) and that, by electing to use and communicate through the Platform, you accept that all communications are made solely at your own risk.
- 4.5 The provision and your use of the Platform and Services is conditional on your compliance with the terms and conditions of the Platform Documents. BigFunder may at any time impose additional conditions or requirements to ensure that the integrity and security of the Platform and the Services will not be compromised and you shall comply strictly with all such conditions and requirements.
- 4.6 No information, activity or process undertaken or outcome reached, in connection with the provision of the Services (including BigFunder's credit assessment of the Borrowers) is intended to constitute or be construed as financial advice, recommendation or guarantee by BigFunder as to the creditworthiness of any Borrower, the returns you may receive, or the likelihood of payment defaults that may occur, in relation to any Offer. You understand that there can be no guarantee that the use of the information disseminated on the Platform will result in profits and may result in substantial losses, including a loss of some or all of your initial investment.
- 4.7 BigFunder may limit or suspend the Platform in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the Platform.

5. FEES

- 5.1 In consideration of BigFundr providing the Services to you, you will pay to BigFundr the following fees (collectively, the "**Fees**"):
- 5.1.1 administration fees for the usage of the Platform and the Services;
 - 5.1.2 transfer fees (if applicable) in the event that you transfer and/or sell any of your Debenture Notes; and
 - 5.1.3 nominee fees (if applicable) as may be charged by BigFundr, the Escrow Agent or Cash Administrator, BigFundr's custodian, sub-custodian or nominee from time to time for the custodian and nominee services hereunder, including all expenses incurred by the nominee or the nominee's agents; and
 - 5.1.4 any other fees as may be charged by BigFundr from time to time.
- 5.2 The Fees will be set off from the Repayment Amounts to be paid to you under the relevant Debenture Note(s).
- 5.3 BigFundr may prescribe any additional fees and charges from time to time for the provision of the Services which shall be payable monthly or in advance on a non-refundable basis and any other reasonable fees and charges as may be imposed by BigFundr at its sole and absolute discretion from time to time for the Services rendered to you under the terms and conditions of this Agreement herein.
- 5.4 In the event that there are insufficient funds in your Account to pay the Fees, or where any additional fees and charges are not paid by the specified due dates, you agree that BigFundr shall be authorised to, without further reference to you and without prejudice to BigFundr's rights and remedies, deduct any amounts due to it from any monies to be received by you in your Account and/or to sell all or any of your rights and securities in respect of the Debenture Notes in such manner and upon such terms and conditions as BigFundr shall in its sole and absolute discretion think fit and to apply the net proceeds from any sales thereof in or towards the discharge of all amounts due and owing to BigFundr or to hold them in suspense for whatever period as BigFundr shall think fit. Notwithstanding anything aforementioned, such fees and charges as may be charged by BigFundr from time to time may be waived at the sole and absolute discretion of BigFundr, subject to such conditions as may be imposed by BigFundr from time to time. Alternatively, BigFundr may demand from you such amount as shall be sufficient to settle any deficit or dues owed by you.
- 5.5 You shall indemnify BigFundr, its Representatives, nominee, its agent and correspondents against any and all expenses, liabilities, claims, demands and any other adverse consequences whatsoever in, under or arising out of the holding, disposal or delivery of the Debenture Notes or anything done in respect thereof.

6. USER'S ACCOUNT

- 6.1 You shall be required to register on the Platform and create an Account before using any of the Services. You shall be entitled to create one (1) Account only, unless otherwise permitted by Bigfundr. The Account belongs exclusively to you and is not transferable. BigFundr may, in its sole and absolute discretion, refuse to create an Account for, or register, any person and/or ban any person from creating an Account without assigning a reason.
- 6.2 To create an Account, you must satisfy the following Eligibility Criteria unless BigFundr agrees otherwise:
- 6.2.1 you must be a natural person or a legal entity recognised by Applicable Law;

- 6.2.2 if you are a natural person, you must be 21 years old or above;
 - 6.2.3 if you are a natural person, you must have provided BigFundr with a copy of your NRIC (if Singaporean) or passport (if not a citizen of Singapore);
 - 6.2.4 you must have completed and signed off on the On-boarding Documents;
 - 6.2.5 you must have, and maintain, a valid User's Bank Account which is in your own name or for which you are authorised to freely handle such account and the funds contained therein. Your User's Bank Account must be valid and able to (a) effect electronic payment or telegraphic transfer from your User's Bank Account to the Escrow or Cash Administrator Account and (b) receive electronic payment or telegraphic transfer of User's Funds to your User's Bank Account;
 - 6.2.6 you must have deposited the Minimum Initial Deposit from your User's Bank Account;
 - 6.2.7 no insolvency or bankruptcy procedures are pending or threatened against you;
 - 6.2.8 you or your Representative has full legal capacity to enter into this Agreement;
 - 6.2.9 you must have provided BigFundr with all information and documents that BigFundr may reasonably request about you which may include your financial condition, business and personal affairs from time to time. You must notify BigFundr when any of the information or details you have provided have changed;
 - 6.2.10 the User's Funds deposited with BigFundr and/or the Escrow Agent or Cash Administrator pursuant to the transactions within the Platform are not acquired as a result of a criminal offence, either directly or indirectly, or related to financing of terrorism or an attempt of such or any other illegal activities;
 - 6.2.11 you must have a valid e-mail address for receiving electronic communications and login details;
 - 6.2.12 you must have a valid mobile telephone number for purposes of one-time password verification (or such other security measure, including two-factor authentication and new device authorisation processes, as the Platform may from time to time implement); and
 - 6.2.13 you must have answered the security questions (if any) that will be presented to you, as part of your verification process that BigFundr may conduct when you place a telephone call to BigFundr.
- 6.3 After registration, your profile and Account will be automatically created within the Platform.
- 6.4 You agree to provide all information and/or documentation which BigFundr may request for in order for BigFundr to fulfil its legal, regulatory and contractual obligations under Applicable Law, including your passport details, telephone number, email address, personal identification number, information regarding your bank account(s), and such other information that BigFundr may reasonably require. You confirm that, in providing BigFundr with such information, the information provided is accurate and correct, and agree that you shall notify and provide BigFundr with the updated information promptly should there be any changes thereof.
- 6.5 You acknowledge that BigFundr may from time to time require you to disclose and furnish such information and/or documents to ensure that you continue to be in compliance with its KYC Programme, or that you may be required to undergo the KYC Programme again. You agree that you shall comply with all such requests by BigFundr, and BigFundr shall be entitled to suspend, restrict or terminate your Account if you fail to furnish such information and/or documents or successfully complete the KYC Programme within the period stipulated by BigFundr.

- 6.6 Each time you access the Platform for its Services, you shall enter your email address and password (or such other security measure, including two-factor authentication and new device authorisation processes, as the Platform may from time to time implement). You shall not adapt or circumvent the systems in place in connection with the Platform, nor access the Platform other than through the normal use of it.
- 6.7 You shall keep your account login credentials, and such other information that may be necessary for accessing your Account, confidential and secure at all times. BigFundr may rightfully assume that any person who logs onto the Platform with your login credentials is you. You shall be fully responsible for all information and activity conducted under your Account, whether conducted by yourself or a third-party. In particular, a User shall, if it is a corporation, be responsible for the use of its account by its employees, sub-contractors, agents or other authorised persons. BigFundr assumes no responsibility for any Losses that you may sustain due to compromise of account login credentials or unauthorized access or usage of the Account due to no fault of BigFundr.
- 6.8 BigFundr does not guarantee or warrant the security or confidentiality of information you transmit to us or received from us by internet or wireless connection (including email, phone, or SMS). You accept and agree that BigFundr shall not be liable for any Losses arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems to the Platform or Services that may be attributable to the relevant internet service provider, network provider or communication network provider.
- 6.9 Save as otherwise provided in this Agreement or in any other document provided by BigFundr to you, you shall notify BigFundr in writing within 24 hours from the time you become aware of any:
- 6.9.1 loss, theft, unauthorised use, or interception of, your verification code, passwords and/or account numbers, other personal or security information relating to your Account or the Platform, or any information provided through or in relation to the Platform;
 - 6.9.2 records of an investment which you did not place, or any similar inaccurate or conflicting report, account statement or information;
 - 6.9.3 discrepancy between any report produced or made available to you by BigFundr, or in your Account portfolio, and any such report or confirmation of the investments;
 - 6.9.4 discrepancy in your Account balance on the Platform; or
 - 6.9.5 without prejudice to Clause 6.7 above, any other discrepancy, suspicious or unexplained activity relating to the Platform or your Account and/or the access or use of the same.
- 6.10 You understand, acknowledge and agree that:
- 6.10.1 BigFundr's role is merely administrative and mechanical in nature in arranging for the Borrower to enter into an investment arrangement with Users;
 - 6.10.2 BigFundr does not and will not assume any advisory, fiduciary or similar other duties or act as an investment adviser to you; and
 - 6.10.3 you are solely responsible for determining whether any contemplated transaction is appropriate for you based on your goals, financial status and risk appetite and you have taken, or will take, the necessary independent legal, tax, financial or other advice before participating in the activities on the Platform.
- 6.11 You represent, warrant and undertake that you have not and will not use the Platform for, encourage or incite, any illegal or improper activities or purposes.

7. SUBSCRIPTION OF DEBENTURE NOTES

7.1 Services to Users

On the Platform, you may, amongst other things:

- 7.1.1 view all available Offers and the corresponding Deal Fact Sheets;
- 7.1.2 subscribe for Debenture Notes pursuant to an Offer; and
- 7.1.3 view and manage your User's Funds, Investment Amounts and the Debenture Notes subscribed for.

7.2 Listing of Offers and Debenture Notes

- 7.2.1 The Total Debenture Note Amount of each Borrower shall be determined at the sole and absolute discretion of BigFundr, taking into account, amongst others, the due diligence checks and credit assessments conducted on the Borrower.
- 7.2.2 BigFundr may, in its sole and absolute discretion, immediately remove any listed Offer or Debenture Note from the Platform that it deems to be in breach of its terms and conditions, including where it is deemed to promote or encourage illegal activity, contravene Applicable Laws, or is harmful, abusive, offensive or infringes the rights of BigFundr or the User.
- 7.2.3 BigFundr may rely on the exemptions under Sections 272A of the SFA to make personal offers and/or Section 275 of the SFA to make offers of securities to Users that are not made in or accompanied by a prospectus that is registered by the Authority:
 - (a) where an Offer is made under Section 272A of the SFA, the total subscription amounts raised from such offers by BigFundr within any 12-month period shall not exceed S\$5 million (or its equivalent in a foreign currency). In the event that the total subscription amount raised for any one (1) Offer exceeds S\$5 million (or its equivalent in a foreign currency), BigFundr is entitled to withdraw or cancel any offer previously made to any User without prior written notice; and
 - (b) where an Offer is made under Section 275 of the SFA, the User must be an accredited investor as defined under the SFA and the minimum Investment Amount is S\$200,000 (or its equivalent in a foreign currency).
- 7.2.4 Prior to accepting any Offer and subscribing for any Debenture Note, you shall read and acknowledge on the Risk Disclosure Statement. By acknowledging on the Risk Disclosure Statement, you understand that you are deemed to be fully aware of and accept the risks of making subscribing for the securities to which BigFundr's offers relate. You agree and undertake to read and acknowledge the Risk Disclosure Statement at least once every twelve (12) months.
- 7.2.5 Prior to accepting any Offer and subscribing for any Debenture Note, you shall confirm with BigFundr that there are no material changes to the information submitted by you for the purposes of the KYC Programme since they were last conducted. If there are material changes, BigFundr is entitled to withdraw or cancel any offer previously made to you without prior written notice and BigFundr shall be entitled to suspend, restrict or terminate your Account.
- 7.2.6 Where you accept any Offer and subscribe for any Debenture Note, you agree not to subsequently transfer and/or sell the Debenture Notes to any person, unless the offer resulting in such subsequent transfer and/or sale (as the case may be) is made:
 - (a) where the transfer or sale is made within 6 months from the issue of the Debenture Notes to you following your acceptance of the Offer, subject to

BigFundr's approval at its sole and absolute discretion; or

- (b) at least 6 months after the issue of the Debenture Notes to you following your acceptance of the Offer,

and in any case, in compliance with Applicable Law.

- 7.2.7 You agree that certain Offers may not be made available to you unless you are an Institutional Investor or Accredited Investor.

7.3 Information on Past Performance

- 7.3.1 You agree not to rely on any information provided by BigFundr regarding the past performance of any type of property or the country in which a property is situated as a guarantee of future performance.
- 7.3.2 Any information provided by BigFundr in relation to returns on investment experienced by other Users are solely for illustrative purposes only, and do not constitute an express or implied warranty or representation that you will likewise experience similar returns on your investments, as the returns on investment will vary from one User to another.

7.4 Subscription Process

- 7.4.1 BigFundr shall publish Offers on the Platform. Such Offers shall remain on the Platform until they have closed, on such time to be determined at the sole and absolute discretion of BigFundr ("**Offer Period**").
- 7.4.2 Within the relevant Offer Periods, you may subscribe for one or more Debenture Notes (whether pursuant to the same or different Offers) through issuing Electronic Instructions via the Platform. You shall, at your own discretion and subject to the available User's Funds in your Account, any Maximum Investment Limit or Minimum Investment Limit for a particular Offer, and the available balance of outstanding Total Debenture Note Amount for the particular Offer, select your desired Investment Amount.
- 7.4.3 Subscription to Debenture Notes is on a first-come-first-served basis and each Offer shall be closed upon the earlier of: (a) the end of the relevant Offer Period; or (b) the total amount of User's Funds committed as Investment Amounts having reached the Total Debenture Note Amount for that Offer.
- 7.4.4 Prior to subscription for any Debenture Note, you shall ensure that your Account has sufficient available User's Funds to fund the relevant Investment Amount and all Fees. In the event that you have subscribed for Debenture Note(s) and it is subsequently discovered that the aggregate of the Investment Amount and the Fees payable by you in connection with that subscription(s) is greater than the available User's Funds in your Account ("**Difference**") for any reason whatsoever (including any errors or omissions on the part of BigFundr in calculating the available User's Funds and your investment limit), without prejudice to BigFundr's rights and remedies:
 - (a) you hereby undertake to pay to BigFundr the Difference in immediately available funds on the Business Day immediately after being notified of the same by BigFundr or on any other date so decided by BigFundr at its sole and absolute discretion; and
 - (b) if you fail to make the payment set out in Clause 7.4.4(a), BigFundr has the sole and absolute discretion to terminate your subscription to the Debenture Note(s) and/or any Transaction Documents, or to suspend, restrict or terminate your Account.
- 7.4.5 You may introduce changes at any time prior to you confirming the Investment Amount

for each subscription of Debenture Note. You shall examine the completeness and accuracy of the Investment Amount for each Debenture Note prior to confirming such Investment Amount via Electronic Instructions. Subject to Clause 7.5, after you have selected the Debenture Note you wish to subscribe for, indicated the Investment Amount and submitted an Electronic Instruction, the committed Investment Amount for that Debenture Note shall be binding and irrevocable. The committed Investment Amount shall be earmarked and set aside from your available User's Funds for disbursement to the Borrower ("**Earmarked Amount**") and shall no longer form part of your available User's Funds.

- 7.4.6 You may, at any time, view and examine information on your Account about all transactions performed by you on the Platform, applicable Fees, and payments and deductions made by BigFundr on behalf of you.
- 7.4.7 BigFundr is not responsible for any errors, inaccuracies or omission in the information that may be displayed or transmitted by any licensed financial institution or any online payment gateway system to you for the purpose of facilitating interbank transfer of funds. Such errors, inaccuracies or omissions shall not prejudice or affect in any way your obligation to pay all and any amounts due and owing to BigFundr.
- 7.4.8 If your Account is mistakenly credited or debited due to system operations, BigFundr may debit or credit your Account accordingly to rectify the mistakes. If the balance in your Account is negative after these adjustments, you are obliged, within three (3) days from the receipt of BigFundr's notification, to add funds to your Account to clear the negative balance.
- 7.4.9 In addition and without prejudice to any provisions herein, you hereby irrevocably and unconditionally agree, consent, direct and authorise BigFundr to utilise the available User's Funds in your Account at any time and from time to time to set-off, repay, settle and discharge the following:
- (a) all monies due and owing by you to BigFundr under your Account for any reason whatsoever (including in respect of your other dealings and transactions with or through the Platform); and
 - (b) all monies due and owing by you to any legal entities appointed by BigFundr in relation to the Platform.
- 7.4.10 You further undertake to pay BigFundr forthwith any shortfalls or balances due and owing in or under your Account in the event that the available User's Funds in your Account are insufficient to settle all monies due and owing by you and hereby indemnify BigFundr for all Losses sustained or incurred by BigFundr in connection with your Account, and any activities and legal actions initiated on your behalf in relation to your Account.
- 7.4.11 A mechanism for rounding off numbers ("**Rounding Off Mechanism**") shall be applicable to the total amount of each transaction made on the Platform and all the payments to and from you or BigFundr. The Rounding Off Mechanism will operate such that the total amount of any transaction which ends in 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8 and 0.9 cent will be rounded downwards to the nearest multiple of 1 cent. For the avoidance of doubt, the Rounding Off Mechanism applies to all currencies.

7.5 Unsuccessful Funding of an Offer

- 7.5.1 If, upon expiry of the Offer Period, the total Investment Amounts committed by Users in an Offer falls short of the Total Debenture Note Amount for that Offer ("**Relevant Offer**"), BigFundr may, at its sole and absolute discretion:
- (a) engage a third-party entity to raise the shortfall for the Relevant Offer; or

- (b) terminate the Relevant Offer, whereupon BigFundr shall give written notice to all Users who have subscribed for the Relevant Offer of the termination of the Relevant Offer.

7.5.2 Any unsuccessful Offer may be resubmitted for hosting and/or listing on the Platform at the sole discretion of BigFundr if deemed necessary and appropriate.

7.5.3 If an Offer is unsuccessful and is not rehosted or relisted by the Platform, your Investment Amount will be credited and reflected as available User's Funds in your Account, and you shall have no further claims whatsoever against BigFundr or the Borrower.

7.6 Completion of Subscription of Debenture Notes

7.6.1 BigFundr, as agent for the Users, shall facilitate the preparation, completion and execution of any Security Documents for all Offers.

7.6.2 Save as provided in Clause 7.5, on the relevant disbursement date of the Investment Amounts pursuant to the relevant Debenture Note, you authorise BigFundr to transfer the Earmarked Amount to the Borrower and/or any third party authorised by the Borrower to receive disbursement of the same, in compliance with the provisions of the terms and conditions herein.

7.6.3 You agree and acknowledge that the Earmarked Amount may be advanced by BigFundr, its affiliates or any third party in the interest of time for immediate disbursement to the Borrower and/or any third party authorised by the Borrower to receive disbursement of the same wherein the Earmarked Amount will then be utilised to repay the entity which provided such an advance.

7.6.4 For each subscription of each Debenture Note or other chargeable use of Services, BigFundr shall provide a statement to you setting out, amongst others, the Investment Amount paid by you and the Interest Amount due and payable by the Borrower under that Debenture Note and the details and charges of any Services ("**Transaction Statement**"). Each Transaction Statement is available for view and download in the Platform. You agree that, save for manifest error or fraud, the Transaction Statement shall be conclusive evidence that such amounts are in fact paid, or due and payable, and binding on the parties hereto for all purposes. You are also advised to check the Transaction Statement to ensure all Investment Amounts paid by you have been received and recorded by BigFundr and provided for in the Transaction Statement. You should notify BigFundr within the time period stated in the Transaction Statement, if any, in the event of any discrepancies, failing which the contents of the Transaction Statement shall be deemed as true and correct.

8. REPAYMENTS BY BORROWER

8.1 All Repayments will be credited and reflected as available User's Funds in your Account (less any deductions for Fees) within a reasonable time from the date of receipt of such Repayments into the Escrow or Cash Administrator Account by the Borrower pursuant to the relevant Debenture Note.

8.2 You understand and agree that the following matters shall be determined in accordance with the terms of the relevant Transaction Document(s) with each Borrower:

8.2.1 calculation of the Interest Amounts;

8.2.2 the relevant timing for Repayments; and

8.2.3 penalties for default or late payments if the Borrower fails to make timely Repayments, if any.

- 8.3 BigFundr reserves the right to waive fully or partially any penalties or fees for late Repayments. Any amounts collected may be distributed to the relevant subscribing Users at BigFundr's discretion.
- 8.4 BigFundr shall at all times have a general and continuing lien over any Debenture Notes in its custody to secure the payment of all monies due and payable to BigFundr in furtherance of which you hereby irrevocably authorise BigFundr to deal, in any manner whatsoever as BigFundr shall deem fit, with all or any of the Debenture Notes subscribed with through your Account.
- 8.5 As and when the Borrower makes Repayments, BigFundr shall be entitled to immediately earmark or set aside the Fees payable by you in connection with the relevant Debenture Note which is due and payable to BigFundr from the Repayment Amount.
- 8.6 You hereby agree and acknowledge that you bear the risk of losing the entire Investment Amount in the event that the relevant Borrower fails to make any or all of the Repayments or fails to meet its obligation for Repayments pursuant to the Debenture Note and/or the Transaction Documents.
- 8.7 Early Repayments
- Subject to the terms of the relevant Debenture Note:
- 8.7.1 you agree that a Borrower may repay early any part of the outstanding amounts due under the relevant Debenture Note; and
- 8.7.2 BigFundr may charge the Borrower an early repayment fee.
- 8.8 Restructuring of Repayments
- 8.8.1 BigFundr reserves the right to restructure the repayment terms for and on behalf of all Users based on the results of its assessment of the financial ability of the Borrower to make the Repayments. If the Borrower is unable to pay the relevant Repayment Amounts in accordance with the repayment schedule agreed in the relevant Transaction Documents but BigFundr assesses the Borrower as being able to pay within later Repayment periods of such schedule, BigFundr has the right to consider restructuring the period for Repayment of the total amount due and owing.
- 8.8.2 You further agree and acknowledge that the restructuring exercise may involve the waiving and/or reduction of any late payment interest, Interest Amount and/or charges at BigFundr's sole and absolute discretion, and to carry out any restructuring of or amendment to the relevant Transaction Documents required for the settlement of financial liabilities of the relevant Borrower.
- 8.9 Default of a Borrower
- 8.9.1 In the event that a Borrower defaults in any of its obligations set out in the relevant Debenture Note (the "**Defaulting Borrower**"), you agree and authorise BigFundr as your agent to enforce the terms of the Debenture Note, commence legal action against the Defaulting Borrower and/or to take any other legitimate recovery action in its sole discretion on your behalf, either by its own means or by engaging a third-party service provider. You agree and acknowledge that BigFundr may decide whether or not it is in the best interest of the affected Users as a whole under the relevant Debenture Note to initiate any actions against the Defaulting Borrower.
- 8.9.2 You hereby authorise BigFundr to manage any recovery actions against the Defaulting Borrower on your behalf and in your interest, which BigFundr shall use in its own name. You undertake not to unilaterally revoke the authorisation in this Clause 8.9.2.

- 8.9.3 You understand and acknowledge that BigFundr's right to claim against a Defaulting Borrower arising from the Transaction Documents (acting for and on your behalf) is only and solely to the extent established in the relevant Debenture Note.
- 8.9.4 For avoidance of doubt, the affected Users (and not BigFundr) shall assume the entire cost of any recovery actions reasonably and properly incurred.
- 8.9.5 Where BigFundr decides to initiate any recovery actions against a Defaulting Borrower, BigFundr may initiate a crowdfunding for the costs of such recovery actions through the Platform or any other method as deemed suitable by BigFundr from time to time at its sole and absolute discretion.
- 8.9.6 You agree and acknowledge that there is a risk that the full amount of the sums owed by the Defaulting Borrower under the relevant Debenture Note may not be fully recovered. BigFundr shall use its reasonable efforts to assist in recovery actions but does not guarantee that the full amount of such sums can be recovered.

8.10 Application of Monies Recovered

- 8.10.1 All monies recovered or received from any recovery actions shall be applied by BigFundr in the following order of priority:
- (a) first, towards any fees, costs and expenses and liabilities incurred by BigFundr for and on behalf of the affected Users in enforcing the terms of the Transaction Documents and in realizing any Encumbrance;
 - (b) second, towards any fees, costs and expenses and liabilities incurred by the affected Users pursuant to any recovery actions on a *pro rata* basis;
 - (c) third, towards the Repayment Amounts due and remaining unpaid to the affected Users under the Transaction Documents on a *pro rata* basis; and
 - (d) fourth, towards payment of any late payment interest amounts and charges then accrued and remaining unpaid to the affected Users under the Transaction Documents on a *pro rata* basis.
- 8.10.2 If BigFundr is of the opinion that the monies recovered under any recovery actions may prove to be deficient, it may alter the sequence of the application of proceeds in Clause 8.10.1 above at its sole and absolute discretion and such alteration shall not prejudice the right of BigFundr to receive the full amount to which it would have been entitled to receive if the original sequence of payment had been observed or any lesser amount which the sum ultimately realized from any recovery actions may be sufficient to pay.

9. TRANSFER AND WITHDRAWAL OF FUNDS

- 9.1 You may remit funds from the User's Bank Account into the Escrow or Cash Administrator Account by way of telegraphic transfer or by way of electronic funds transfer via the approved payment merchants or gateways or in the manner determined by BigFundr. Such monies transferred will be reflected as available User's Funds in your Account only upon receipt by BigFundr and/or the Escrow Agent or Cash Administrator.
- 9.2 Unless otherwise stated, you shall bear all costs and expenses arising from the fund transfer including any bank charges, fees, commissions, costs and losses in connection with foreign exchange conversions.
- 9.3 All transfers of User's Funds to the Escrow or Cash Administrator Account shall only be deemed received by BigFundr and/or the Escrow Agent or Cash Administrator from you when BigFundr has made available either a notification and/or a system-generated statement to you on the Platform for the same.

- 9.4 You shall provide the transaction remittance evidence to BigFundr and/or the Escrow Agent or Cash Administrator for the remittance should it be required by BigFundr and/or the Escrow Agent or Cash Administrator.
- 9.5 In the event that the User's Bank Account is not a Singaporean-based bank account, prior to accepting or remitting any funds, BigFundr and/or the Escrow Agent or Cash Administrator may request for further documents and information.
- 9.6 The monies transferred by you are thereby in nature a claim that BigFundr and/or the Escrow Agent or Cash Administrator has acquired in its name but on behalf of you and only for the purpose stated herein. The respective monies do not belong to the liquidation estate of BigFundr and/or the Escrow Agent or Cash Administrator and a claim for payment cannot be made for the monies in any enforcement proceedings against BigFundr and/or the Escrow Agent or Cash Administrator, and it shall likewise, not be reflected in the balance sheet of BigFundr and/or the Escrow Agent or Cash Administrator.
- 9.7 You may withdraw any amount reflected as available User's Funds in your Account to your User's Bank Account, subject to any minimum withdrawal amount as may be prescribed by BigFundr in its sole and absolute discretion. You agree and undertake to maintain a minimum amount of User's Funds in your Account as may be prescribed by BigFundr at its sole and absolute discretion at all times and upon your submission of the said Electronic Instructions, written request or notice for withdrawal, you agree and undertake not to subscribe for any Debenture Notes in excess of the balance of your available User's Funds in your Account after deduction of the proposed amount to be withdrawn.
- 9.8 You may make withdrawals through issuing Electronic Instructions on the Platform or by giving a written request, or any other form of notice prescribed by BigFundr, at least two (2) Business Days prior to the intended date of withdrawal ("**Withdrawal Notice**"), subject to such conditions as BigFundr and/or the Escrow Agent or Cash Administrator may prescribe or impose on such withdrawals at its sole and absolute discretion.
- 9.9 Upon receipt of the Withdrawal Notice by BigFundr, BigFundr shall pay you the withdrawal amount within five (5) Business Days to the User's Bank Account (less deductions for any Fees).

10. LIMITS AND RESTRICTIONS

- 10.1 You hereby agree that BigFundr shall be entitled to determine and calculate the available limit for your Investment Amounts for each Debenture Note and in aggregate in the manner determined by BigFundr in its sole and absolute discretion and in accordance with Applicable Law. Without prejudice to the foregoing, you agree and acknowledge that all Earmarked Amounts shall be deducted from the available User's Funds in your Account when calculating your available limit for your subscription of Debenture Notes.
- 10.2 You agree and acknowledge that BigFundr may at any time set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the Platform, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability.
- 10.3 BigFundr may limit, cancel or suspend the Platform or Services in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of investments that may be available or carried out through the Platform.
- 10.4 In the event you are in default of any of your payment obligations hereunder, you hereby irrevocably authorise BigFundr to take all action as BigFundr deems fit and you shall indemnify BigFundr for all Losses arising therefrom.
- 10.5 The Transaction Documents executed for and on your behalf will be kept by BigFundr and BigFundr shall retain the sole and absolute discretion to protect and keep private the identity of the Borrower. You understand and are informed that BigFundr may have an obligation to ensure

the confidentiality of a Borrower's personal data. Therefore, BigFundr shall only disclose limited

content information about the Borrowers.

10.6 You shall not contact a Borrower in respect of any Debenture Notes or initiate any recovery action thereto, including:

10.6.1 visiting a Borrower at its business location and/or registered office;

10.6.2 communicating directly with a Borrower in any manner;

10.6.3 requesting from a Borrower any payments;

10.6.4 making any claims against a Borrower and initiating any claims in court or in arbitration against a Borrower,

without prior consent and approval from BigFundr.

11. ESCROW OR CASH ADMINISTRATOR ACCOUNT

11.1 BigFundr shall engage the Escrow Agent or Cash Administrator as custodian and facilitator for the Users and to hold the User's Funds in the Escrow or Cash Administrator Account. The responsibilities of the Escrow Agent or Cash Administrator shall include facilitating:

11.1.1 disbursements of the Investment Amounts from Users to Borrowers;

11.1.2 Repayments from Borrowers to Users; and

11.1.3 payment of any Fees from Users to BigFundr.

11.2 You agree and acknowledge:

11.2.1 that BigFundr does not handle or manage your User's Funds;

11.2.2 that all monies in your Account are exclusively deposited in the Escrow or Cash Administrator Account and held in your favour; and

11.2.3 to be bound by the terms of any agreement between BigFundr and the Escrow Agent or Cash Administrator in relation to the Escrow or Cash Administrator Account.

11.3 You hereby irrevocably and unconditionally authorise the Escrow Agent or Cash Administrator to act on the instructions of BigFundr, who is your agent in respect of any investments, transfers, withdrawals, deposits and payment of Fees in accordance to the terms and conditions herein. You agree to appoint BigFundr as an intermediary of the Escrow or Cash Administrator Account, and agree and acknowledge that in acting as such intermediary, BigFundr:

11.3.1 may take any action it deems necessary, including facilitating the disbursement of the Investment Amounts from Users to Borrowers and Repayments to Users;

11.3.2 may place, divide and/or allocate the User's Funds as it deems necessary in accordance with the purposes stated in this Agreement; and

11.3.3 shall not transfer, disburse and/or refund the User's Funds for any other purposes not stated in this Agreement except with the prior consent of the Users.

11.4 Where your User's Funds are deposited in the Escrow or Cash Administrator Account, you agree that BigFundr shall not be liable in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any Losses whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you by reason of or in consequence of or in connection with or arising out of BigFundr delivering your User's Funds to the Escrow Agent or Cash Administrator including but not limited to the following circumstances:

- 11.4.1 any monies being lost, stolen or destroyed in transit during delivery or transfer; or
- 11.4.2 any loss of opportunity to earn interest on the monies for whatever reason, which may include reasons due to the delay of cheque clearance from the payment due date: even if advised of the possibility of such damages. Without prejudice to the generality of the foregoing the duty of BigFundr in respect of such monies shall be limited to acting in good faith in respect to any action or inaction in relation to the custody of such monies.
- 11.5 You warrant that the monies deposited by you with BigFundr are free from all claims and encumbrances and you are beneficially entitled to all the interest in the same. You shall not assign, transfer, dispose of, create or attempt to create any security or encumbrance over all or any of the monies in the custody of BigFundr or the Escrow Agent or Cash Administrator in favour of any third-parties.
- 11.6 Without prejudice to any other provisions herein, you hereby irrevocably and unconditionally agree, consent, direct and authorise BigFundr to request, receive and pay out all User's Funds, Investment Amounts, Repayment Amounts and other payments or distributions of the same to and from the Escrow or Cash Administrator Account.
- 11.7 You hereby irrevocably and unconditionally, agree, consent, direct and authorise BigFundr to place or invest any part of your User's Funds standing to your credit in the Escrow or Cash Administrator Account at any time and from time to time in an interest-bearing account with any licensed institution as may be agreed by BigFundr and/or the Escrow Agent or Cash Administrator. You agree that you shall not make any claims against any interest accrued thereon and you agree that BigFundr, at its sole and absolute discretion, shall be entitled to retain and utilise any such interest for the benefit of the Users which shall include payments of fees pursuant to any recovery actions, bank transaction charges relevant to Users, legal fees or consultation fees of BigFundr.

12. SUSPENSION, RESTRICTION AND TERMINATION OF ACCOUNT

- 12.1 You agree that BigFundr may, in its sole and absolute discretion, with immediate effect and without prior notice to you, (a) "freeze" your User's Funds in your Account; (b) suspend, restrict, deactivate or terminate your access to your Account and/or any Services; or (c) refuse to process, or to cancel or reverse, any transaction even after it has been completed, without any obligation to allow you to reinstate the cancelled transaction on the same terms, for any reason, including the following:
- 12.1.1 BigFundr is of the opinion that it is required to do so by, or has to act in compliance with, Applicable Law (including where your Account is subject to any pending or actual litigation, investigation, or sanctions);
- 12.1.2 BigFundr suspects you to be acting in breach of any of the Transaction Documents or the Platform Documents;
- 12.1.3 BigFundr suspects that you have multiple Accounts;
- 12.1.4 BigFundr has concerns that a transaction is erroneous (including errors in the information provided in relation to an Offer or a Debenture Note), that the security of your Account is compromised, or if there is unusual activity in your Account;
- 12.1.5 Bigfundr suspects or discovers that your Account is being used for, or any transaction involves, illegal, fraudulent or unauthorised purposes and/or activities (including money laundering, terrorist financing, fraud, or any other financial crime or relates to a prohibited use or a prohibited business);
- 12.1.6 your Account has been inactive for more than sixty (60) days;
- 12.1.7 BigFundr perceives that it will encounter a heightened risk of legal or regulatory non-

compliance should we continue to offer you access to the Platform and your Account, or

where BigFundr perceives that you had misused the Platform or the Account in a manner beyond the scope of the intended purposes, or in order to protect our reputation; and/or

- 12.1.8 you take any action with the purpose of circumventing BigFundr's controls, (collectively, the "**Suspicious Events**" and each a "**Suspicious Event**").
- 12.2 You shall be solely responsible for any fees incurred or associated with the closing of the Account or any actions taken by us in relation to a Suspicious Event, whether incurred directly by you from Bigfundr, or incurred by Bigfundr on your behalf with a third-party in order to complete any necessary action.
- 12.3 Should your Account be suspended or terminated, you may withdraw the available User's Funds from your Account by submitting a Withdrawal Request. BigFundr reserves the right to require the User to complete and satisfy such verification and/or approval procedures to verify your identity and such procedures as may be required to comply with any Applicable Law before permitting you to transfer or withdraw funds from your Account. Bigfundr may delay, limit or prohibit such withdrawals until investigations have been completed.
- 12.4 Any suspension, restriction or termination of your Account or any of the Services provided to you or any part thereof and any withdrawals of User's Funds, whether or not following termination, shall be without prejudice to the right of BigFundr to settle any transactions entered into or to settle any liability incurred on your behalf prior to termination. BigFundr shall be entitled to cancel or ignore any unexecuted instructions. You shall remain liable for all resulting Losses incurred.
- 12.5 You acknowledge that Bigfundr's decision to take any actions described in this Clause 12 may be based on confidential criteria relating to our risk management and security protocols, and we are under no obligation to disclose details of the same to you.
- 12.6 You may terminate your Account or the Services upon giving not less than one (1) month's written notice to BigFundr and upon payment of all monies outstanding and payable or which will become payable to BigFundr in respect of your Account, the Services or otherwise and the full discharge of all your obligations in the Transaction Documents and the Platform Documents. Such notice must be acknowledged by Bigfundr via a non-automatic response email in order for the notice to be valid.
- 12.7 Upon termination of your Account, BigFundr shall transfer or cause to be transferred any rights in your Debenture Notes to a successor designated by you, at your cost and expense. Such transfer is to be effected no later than three (3) months from the date of termination of your Account. Should you fail, ignore and/or neglect to nominate a successor or to affect the transfer within the three (3) months period, BigFundr shall be entitled to charge or levy fees as may be deemed appropriate and your rights in respect of any Debenture Notes shall be deemed to have given up by you.
- 12.8 For the avoidance of doubt, all your obligations under the terms and conditions in the Transaction Documents and Platform Documents, including your obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination shall survive the termination of your Account or the deactivation or revocation of the Services until the said obligations are fully performed or settled.
- 12.9 By agreeing to and submitting any On-Boarding Documents as part of our on-boarding process, you consent to and acknowledge that closing your Account will not result in the deletion of information from Bigfundr's system due to our need to maintain the integrity of data.
- 12.10 Bigfundr taking any action described in this Clause 12 shall be without prejudice to the other rights of Bigfundr arising from the Platform Documents, including the right to any payments due from you.

13. INVESTIGATION

- 13.1 You acknowledge and agree that BigFundr shall have the right to, in its sole and absolute discretion, commence investigations into your Account and/or any transactions, upon the occurrence of any Suspicious Event.
- 13.2 Upon the commencement of any such investigation, you acknowledge and agree that:
- 13.2.1 upon BigFundr's request and within the time frame designated by BigFundr, you shall respond to any interrogatories in writing and furnish any information and/or documents requested by BigFundr in connection with any such investigation;
 - 13.2.2 you shall neither impede or delay any such investigation or proceeding conducted, nor refuse to comply with any request made; and
 - 13.2.3 BigFundr shall have the right to suspend, restrict or terminate your Account if you fail to cooperate with any such investigation within the time frame stipulated by BigFundr.
- 13.3 Following the conclusion of any such investigation, BigFundr will, in its sole and absolute discretion, make a determination based upon the evidence obtained. You acknowledge and agree that if BigFundr determines that there have been any breaches of the Transaction Documents or the Platform Documents, BigFundr shall have the right to terminate your Account and take any and all actions pursuant to this Agreement and/or any Applicable Laws.

14. ENCUMBRANCES

- 14.1 You agree and authorise BigFundr and/or its agent (whether appointed by BigFundr or otherwise) to hold any Encumbrances in any manner (whether in the name of BigFundr or its agent) to secure the payment of all monies now or later due payable by any Borrower pursuant to any Debenture Note for and on your behalf.
- 14.2 BigFundr may also procure that escrow and/or custodian services be carried out through any Escrow Agent or Cash Administrators and/or custodians (whether associated with BigFundr or otherwise) or any Encumbrance depository or depository agent (all such entities, the "**Custodians**") such that the Custodian holds the Encumbrances subject to terms and conditions in addition to those set out hereunder, then you agree to also be bound to such terms in addition. BigFundr shall have no liability to you for any acts and omissions of such Custodians.
- 14.3 To the extent that any such Encumbrances are deposited with or held through Custodians whether in Singapore or elsewhere, you agree that BigFundr may take such action as it deems fit in relation to the Encumbrances in order to avoid Losses charged by such Custodians.
- 14.4 In providing any custodian services, BigFundr or the relevant Custodian shall maintain records which identify the Encumbrances attributable to the beneficiary Users.
- 14.5 BigFundr and/or the relevant Custodian are authorised but not obliged, at their sole and absolute discretion, to take such steps as they may consider expedient to enable them to provide their respective services and to exercise its powers under the terms and conditions herein, including the right:
- 14.5.1 to comply with any Applicable Law requiring BigFundr or the relevant Custodian to take or refrain from action;
 - 14.5.2 to enforce your rights pursuant to the Encumbrance on your behalf;
 - 14.5.3 to withhold and make payment of any taxes, charges or duties payable in respect of Encumbrances on your behalf.
- 14.6 In arranging the Custodian's services to be provided to you, you agree and accept that BigFundr:

- 14.6.1 shall not be liable for any taxes or duties payable on or in respect of the Encumbrances nor for any diminution in the value of the Encumbrances;
- 14.6.2 shall not be liable for any Losses which may be incurred by you including any negligence, wilful default, fraud, computer errors and other irregularities of whatsoever nature and howsoever arising as a result of the fault of the relevant Custodian and/or its Representatives; and
- 14.6.3 shall not be liable or responsible for any failure to perform any of its obligations herein or any breach if such breach or performances is prevented, hindered or delayed due to compliance with any Applicable Laws.
- 14.7 Subject to you indemnifying BigFundr against any or all adverse consequences that BigFundr and/or the Custodian may incur or suffer (whether as a consequence of any implication in Applicable Law or otherwise) relating to any such registration, BigFundr and/or the Custodian may in their respective sole and absolute discretion submit any Encumbrances for the purpose of registration for and on your behalf in the name of BigFundr and/or the Custodian (as the case may be).
- 14.8 BigFundr and/or Custodian are not obliged to act on any instruction relating to any Encumbrances, but if it does so, you agree to indemnify BigFundr for any and all Losses that it may thereby incur.
- 14.9 Without prejudice to the foregoing, BigFundr has the sole and absolute discretion but not an obligation to resort to and appropriate any Encumbrances in its custody for the settlement of any transactions performed by you. BigFundr shall at all times have a general and continuing lien over all or any of the Encumbrances to secure the payment of all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever.
- 14.10 You authorise BigFundr to sell or dispose in such manner of sale, transfer or disposition as BigFundr deems fit all or any of the Encumbrances upon such terms and conditions as BigFundr may see fit, and to apply the proceeds of any such sale, transfer or disposition towards the settlement of any outstanding sums owed by a Borrower to you and BigFundr on your behalf.
- 14.11 You hereby irrevocably and unconditionally agree to the following in respect of the Encumbrances:
- 14.11.1 all Encumbrances shall be registered in BigFundr's or the Custodian's name (as the case may be), and held in your favour;
- 14.11.2 BigFundr and/or the Custodian (as the case may be) are authorised to surrender the Encumbrances against receipt of monies payable on redemption; and
- 14.11.3 you shall comply with the provisions of any Applicable Laws which purport to impose on the holder of any Encumbrances a duty to take or refrain from taking any actions in connection with any of the Encumbrances or payments or distributions or monies payable in respect of any of the Encumbrances.
- 14.12 The Encumbrances are deposited with BigFundr or the Custodian at your own risk and on the understanding that BigFundr or the Custodian (as the case may be) shall not be liable for any Losses or whatsoever acts or things done or omitted to be done in respect of the Encumbrances except arising from or occasioned by wilful negligence or wrongful act of BigFundr or Custodian (as the case may be).
- 14.13 BigFundr and/or the Custodian shall not be liable for any Losses due to any causes beyond the control of BigFundr or Custodian without limiting the generality thereof, including but not limited to any Force Majeure Event.

14.14 BigFundr and the Custodian(s) are not obliged to and shall not give any recognition to any trusts or equities in respect of the Encumbrances or any part thereof lodged with them.

15. NOTICES

15.1 Communications in Writing

15.1.1 Any notice or communication by BigFundr to you, including transaction statements, statement of accounts and communication to be made under or this Agreement, shall be made in writing and, unless otherwise stated, may be made by letter, Electronic Communications or via the Platform.

15.1.2 All notices and communications between yourself and BigFundr shall be in the English language only.

15.2 Delivery

15.2.1 You agree and consent to BigFundr communicating to you through email, text, calls, instant messaging applications operated by third parties, notifications via the Platform, hand delivery and physical post (as applicable).

15.2.2 You agree and acknowledge that BigFundr shall not be responsible for any Loss you may suffer as a result of your failure to receive any notice provided to you in connection with the Services, the Platform or any of the Transaction Documents or Platform Documents so long as such notice is sent to the email address disclosed in your On-Boarding Documents or by the notification feature on the Platform.

15.2.3 Subject to Clause 15.2.4 below, any communication or document made or delivered by any Party under this Agreement will be effective:

- (a) if by way of email, upon transmission;
- (b) if by way of other Electronic Communications not otherwise specified in this Clause 15.2.1, only when actually received (or made available) in legible and/or readable form;

in the case of BigFundr only:

- (e) if by way of posting on the Platform, at the time of transmission or posting; or
- (f) if by way of letter, only when it has been left at your relevant address specified in the On-Boarding Documents or two (2) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

15.2.4 Any communication or document which becomes effective after 5:00 p.m. in the place of receipt shall be deemed only to become effective as of 9:00 a.m. the following day.

15.2.5 You hereby undertake to notify BigFundr promptly upon changing any of your personal details disclosed in your On-Boarding Documents, including but not limited to your name, address or email address, failing which any notice or communication issued or sent by BigFundr to the email address and/or address last notified by you shall be deemed properly served on you.

15.2.6 Any demand for payment or service of any legal process may be made or effected by prepaid registered or ordinary post addressed to you to the address or addresses last notified in writing by you to BigFundr or at your last known address/place of business and such demand or legal process shall be deemed to have been duly served on the fifth (5th) day following that on which it was posted, notwithstanding that the said demand

or legal process may subsequently be returned undelivered by the postal authorities.

15.3 Others

15.3.1 Without prejudice to the generality of Clause 15.2, records stored in the transaction log of the computer system of BigFundr of any notice or communication sent or posted through the Platform shall be sufficient proof of such notice or communication being sent.

15.3.2 Any dispute on the accuracy of the information, report, data or recommendation provided to you by BigFundr, investment statements or other documents from BigFundr stated in any notice or communication served upon or given to you must be communicated in writing to BigFundr within fourteen (14) days from the date of the said notice or communication, failing which they shall be deemed to be correct and accurate. You agree that BigFundr reserves the absolute right to make any adjustment to the contents of any notice or communication sent arising from any technical or typographical error.

16. **EVENTS OF DEFAULT**

16.1 Each of the following shall constitute an "**Event of Default**", whether it is within or beyond the control of any Party and/or the terms and conditions of this Agreement herein:

16.1.1 on the part of you to observe or perform any of the terms and conditions or breach or non-compliance of the terms and conditions of any of the Transaction Documents or Platform Documents;

16.1.2 failure on your part to pay any sum of any kind or nature whatsoever (whether actual or contingent) due;

16.1.3 any misrepresentation or warranty or declaration given or made by you which proves to be incorrect or misleading or inaccurate;

16.1.4 if any provision contained in the On-Boarding Documents and/or the terms and conditions this Agreement herein is held for any reason whatsoever, to be invalid or unenforceable;

16.1.5 any Encumbrance which may for the time being affect any of your assets becomes enforceable;

16.1.6 if you are an individual, your death and BigFundr has notice of death either directly or indirectly;

16.1.7 you are certified insane by a licensed medical practitioner or is unable to handle your personal affairs yourself and no person has been appointed under a Power of Attorney to handle your Account or financial affairs;

16.1.8 you are temporarily or permanently impaired by mental and/or physical deficiency, disability, illness or by the use of drugs to the extent you lack sufficient understanding to make rational decisions or engage in responsible actions;

16.1.9 any legal proceedings, suit or action is instituted against you or any judgment or order is made against you, which in the opinion of BigFundr could or would have a material adverse effect on you, or distress or any form of execution is levied or instituted against any of your assets;

16.1.10 any Governmental Agency or any person or entity acting or purporting to act under any Governmental Agency has taken any action in order to condemn, seize, appropriate or assume custody or your control or all or any substantial part of your assets or to curtail

your authority in the overall conduct of your business or operations;

16.1.11 if an event or events has or have occurred or a situation exists or arises which in the opinion may or will affect your ability to duly perform or observe any of your other obligations to BigFundr whether arising from the Transaction Documents or Platform Documents; or

16.1.12 a material adverse change in your financial condition or in all or any part of your affairs, investments, business or operations that have in BigFundr's opinion occurred, or any event occurs or circumstances arise which in BigFundr's opinion gives reasonable grounds for believing that you may not be able to perform or observe any one or more of your obligations in the Transaction Documents or Platform Documents.

16.2 If an Event of Default occurs or is continuing, BigFundr has the sole and absolute discretion to do any one or more of the following:

16.2.1 suspend, restrict and/or terminate your Account and/or terminate the Services provided to you on the Platform or any part thereof;

16.2.2 demand full payment of all and any amounts due and owing from you to BigFundr; or

16.2.3 sell, transfer or dispose in any manner as BigFundr in its sole and absolute discretion deems fit all the Debenture Notes held in your Account and apply the net proceeds of any sale or disposal towards the settlement of all monies owing to BigFundr.

16.3 Additionally, in the event of the death of an individual User, the following Clauses shall apply:

16.3.1 all instructions and other monetary instruments shall be honoured by BigFundr until BigFundr receives notice in writing of your demise or until BigFundr becomes aware of the same (through any manner whatsoever, including but not limited to public notification, direct notification to BigFundr or from any other source which is reasonable for BigFundr to assume is true);

16.3.2 upon BigFundr receiving formal notice of your demise, your executor(s) or administrator(s) shall be the only persons recognised by BigFundr as being your successor(s) in the event of your death and BigFundr is entitled to freeze and/or retain your Debenture Notes or any sums standing to the credit of your Account until such time that your successor(s) produces to BigFundr a valid and binding court order confirming your successor(s) to deal with your affairs and property. Should there be any ambiguity in relation to your successor(s), BigFundr is entitled to withhold any sums standing to the credit of your Account until such ambiguity is resolved; and

16.3.3 any payment or transfer of your Debenture Notes and/or User's Funds (if any) made by BigFundr to your executor(s) or administrator(s) shall constitute the complete discharge of BigFundr's liability under your Account. In the event where your estate has more than one executor or administrator, BigFundr shall be entitled to release your Account, any Debenture Notes and/or User's Funds therein, any sums standing in credit in the Account to any single executor or administrator unless BigFundr receives written instructions otherwise.

17. DISRUPTION

17.1 You acknowledge and agree that the Platform or Services may be delayed or affected by:

17.1.1 the failure or severe interruption of telecommunications networks, computer networks or any other systems that are necessary for the use of the Platform and the Services;

17.1.2 system maintenance or system upgrade for the Platform and the Services; or

- 17.1.3 any other event or circumstance beyond the control of BigFundr.
- 17.2 In the event of any of the circumstances in Clause 17.1, BigFundr may give prior notice to you pursuant to Clause 15. Bigfundr shall not be liable to you for any Losses arising from such disruptions.
- 18. DISCLAIMERS AGAINST LIABILITY AND INDEMNITY**
- 18.1 BigFundr, or any of its Representatives, shall not be liable for any Losses, arising out of or in any way connected with:
- 18.1.1 the use or performance of the Platform or the Services thereon;
 - 18.1.2 the subscription of Debenture Notes on the Platform;
 - 18.1.3 the depositing or withdrawal process of User's Funds;
 - 18.1.4 the delay or inability to use, or disruptions to the Platform or the Services thereon;
 - 18.1.5 any Force Majeure Event;
 - 18.1.6 the provision of or failure to provide the Platform or the Services thereon;
 - 18.1.7 any information, data, software, products, services and related graphics obtained through the Platform or the Services thereon, including the accuracy, completeness, reliability and timeliness of such information that are used in the course of the provision of the Services, published on the Platform or referenced for the on-boarding process;
 - 18.1.8 any reliance on any statement, opinion, representation or information on the Platform or the Services thereon;
 - 18.1.9 the inability of the Borrowers to have their relevant Offers fully funded by Users through the Platform; or
 - 18.1.10 otherwise arising out of the use of this Platform or the Services thereon, including any failure, neglect or omission by BigFundr or a Custodian to carry out or execute any order or instruction given by you,
- whether based on contract, tort, strict liability or otherwise, except where such Losses arise from fraud by BigFundr.
- 18.2 In the event that BigFundr is liable for damages, you agree that BigFundr's aggregate liability to you for any and all Losses and causes of action (whether in contract, tort including, without limitation, negligence, or otherwise) in relation to this Agreement shall not exceed the total amount of fees and charges paid by you to BigFundr in the 6-month period immediately preceding your first written claim in relation to such Losses or causes of action. Any such claim must be made no later than sixty (60) days from when the event giving rise to liability first occurred.
- 18.3 You agree that notwithstanding any Applicable Law to the contrary, no action, regardless of form, arising out of or in connection with BigFundr's Platform or Services, or the terms and conditions of the Transaction Documents or the Platform Documents, may be brought by you against BigFundr more than one (1) year after the cause of action has accrued.
- 18.4 Without prejudice to the other provisions herein, in consideration of BigFundr agreeing to the opening, holding and administering of your Account and/or the provision of the Services and the Platform, you irrevocably and unconditionally agree to indemnify (and keep indemnified at all times and from time to time and at any time) BigFundr and its Representatives (collectively, the "**Indemnified Parties**") on demand against any and all Losses which the Indemnified Parties

may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the access to and/or the use of the Platform or its Services by you, whether or not such access or use was authorised or whether it was due to any act or omission on your part, your breach of any of the Transaction Documents or Platform Documents, your violation of any rights of another person or entity or your breach of any Applicable Law.

- 18.5 You further agree to indemnify and hold harmless BigFundr for all and any Losses which BigFundr may howsoever incur or be subjected to in relation to BigFundr's functions and Services provided through and in connection with the Services and/or the Platform and including in connection with or arising from:
- 18.5.1 any unauthorised instructions or other instructions and data from you or purporting to be from you that might be transmitted through the Platform and/or the Services or any instructions or such other instructions and data being inaccurate, garbled or incomplete;
 - 18.5.2 the recovery of or attempt to recover by BigFundr from you of any monies due to BigFundr or the enforcement by BigFundr of the terms and conditions herein or any amendments, additions, modifications, variations whatsoever of the same;
 - 18.5.3 any change in any Applicable Law which may have a material adverse effect on BigFundr, the Platform and/or the Services or any amendments, additions, modifications, variations whatsoever of the same; and
 - 18.5.4 any breach by you of any of your representations, warranties and obligations herein and/or pursuant to the terms and conditions of the Transaction Documents or Platform Documents.
- 18.6 This indemnity shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of your Account with BigFundr and shall be binding upon your personal representatives, successors-in-title and permitted assigns.

19. FORCE MAJEURE

- 19.1 BigFundr shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to a Force Majeure Event.
- 19.2 You agree that this Clause 19 shall not apply in a COVID-19 situation which has been declared by the World Health Organisation as a global pandemic notwithstanding it constitutes a Force Majeure Event.
- 19.3 You agree that any and all documents and/ or other property deposited with or held by BigFundr, or its authorised third-parties, are at your sole risk as regards to loss, destruction or damage.

20. COSTS AND EXPENSES

- 20.1 The costs incidental to the On-boarding Documents or KYC Programme and the terms and conditions herein including stamp duty, if applicable, shall be borne and paid by you.
- 20.2 Upon receipt of written notice from BigFundr, you shall pay to BigFundr all Indebtedness and other dues payable and/or reimburse BigFundr for all costs and expenses incurred by BigFundr for and on your behalf.
- 20.3 You shall also pay interest on late payments at BigFundr's prevailing rate on all of your Indebtedness to BigFundr however arising, outstanding contracts and on any debit balance in your Accounts from the date the amount is due until full settlement thereof. Such interest rates shall be subject to change by BigFundr from time to time. You are advised to check the prevailing late payment interest rate with BigFundr prior to incurring any Indebtedness.

20.4 All payments and/or reimbursements shall unless otherwise determined by BigFundr, be in Singapore Dollars (SGD).

21. TAXES

21.1 BigFundr may withhold any monies held or received by BigFundr and may thereafter apply the monies in satisfaction of any Taxes imposed in relation to the transactions made or executed in relation to the holding or in any manner arising from any Debenture Notes, Transaction Documents, Platform Documents, Services or facilities rendered on the Platform. You shall remain liable for any deficiency. You are liable for all applicable Taxes accruing to the Services and accounts or arising under any transaction carried out by BigFundr for or on your behalf.

21.2 You shall promptly upon becoming aware that a Tax deduction must be made in respect of any payments due to you (or that there is any change in the rate or the basis of a Tax deduction) notify BigFundr accordingly.

21.3 You shall bear your own Taxes incurred in connection with any Debenture Notes, Transaction Documents, Platform Documents, Services or facilities rendered on the Platform.

22. PROPERTY RIGHTS AND INTELLECTUAL PROPERTY

22.1 Unless otherwise indicated by BigFundr, all intellectual property rights and any content provided in connection with the Platform or the Services, are the property of BigFundr or BigFundr's licensors or suppliers and are protected by Applicable Laws. BigFundr does not give any implied license for the use of any of the contents of the Platform or the Services.

22.2 You accept and acknowledge that the material and content contained in or accessible through the Platform or the Services are made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Platform or the Services.

22.3 You agree and covenant that you shall not, and shall not in any way permit, enable, suffer or cause any person or entity to, or attempt to:

22.3.1 modify, reproduce, alter, adjust or create in any manner any derivative works of the content in, under or to the Platform for use, transmission, distribution or display without BigFundr's prior written consent;

22.3.2 tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the Platform and/or the Services;

22.3.3 retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information contained in, on or under the websites in any manner whatsoever without BigFundr's prior written consent; or

22.3.4 use the information contained on the Platform for any illegal purposes or in such manner as to encourage illegal activities.

22.4 BigFundr may develop or use electronic tools (i.e. spreadsheets, databases, software) in providing the Services. You acknowledge that the electronic tools shall remain BigFundr's property and that BigFundr has developed them solely for its own use. You shall use the tools at your own risk and shall refrain from providing such tools to any third-party.

23. PRIVACY RIGHTS

23.1 You consent to BigFundr's performance of due diligence measures on you.

23.2 You have read and understand the Privacy Policy and agree to be bound by it.

24. ANTI-MONEY LAUNDERING AND COUNTERING THE FINANCING OF TERRORISM

- 24.1 You represent that the User's Funds in your Account were not and are not directly or indirectly derived from activities that may contravene Applicable Laws in Singapore or otherwise, including but not limited to Applicable Laws relating to anti-money laundering and countering the financing of terrorism.
- 24.2 You represent and warrant that, to the best of your knowledge, neither (i) you nor your Representatives, (ii) any person controlling or controlled by you, (iii) if you are a privately held entity, any person having a beneficial interest in you; nor (iv) any person for whom you are acting as agent or nominee, has (a) violated any AML/CFT laws, rules and regulations; (b) has engaged in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development's Financial Action Task Force on Money Laundering; or (c) is subject to any sanctions regime or is listed on any 'black list' of any Governmental Agency, foreign government or international body
- 24.3 Please be advised that BigFundr may not accept any trading activities from a prospective User if it cannot make the representations set forth in Clauses 24.1 and 24.2 above. In addition, if you cannot make these representations, BigFundr, at its sole and absolute discretion, may suspend, restrict or terminate your trading activities and Account.
- 24.4 You agree to promptly notify BigFundr should you become aware of any change in the information set forth in the representations set out in Clauses 24.1 and 24.2 above. You are advised that, by Applicable Law, BigFundr may be obligated to "freeze" your Account, by prohibiting any trading activities from you in compliance with Applicable Law, and BigFundr and/or its Representatives may also be required to report such action and to disclose your identity to the relevant Governmental Agency. In particular, you agree that BigFundr shall be entitled to report instances of fraudulent or criminal behaviour to the relevant Governmental Agency.
- 24.5 You hereby agree to promptly provide any additional documentation BigFundr and/or its Representatives may request in the future to the extent that BigFundr determines necessary in order to comply with applicable anti-money laundering Applicable Laws or any other applicable Applicable Law and you acknowledge and consent to the disclosure by BigFundr and/or its Representatives upon request in connection with money laundering and similar matters in Singapore and such other jurisdictions.
- 24.6 You hereby agree that BigFundr and/or its Representatives may disclose to each other, to any other service provider engaged by BigFundr, or to any Governmental Agency in any applicable jurisdiction any information concerning them and their associates provided by them to BigFundr and/or its Representatives and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by Applicable Law or otherwise.

25. THIRD-PARTY INFORMATION, WEBSITES, PRODUCTS AND SERVICES

- 25.1 The Platform may contain information concerning third-parties (including the Borrowers), third-party products and services or links to third-party websites or applications. BigFundr does not monitor, control or endorse these third-parties, their products, services, websites or applications. Any links to other websites are provided as a convenience to you and does not imply BigFundr's endorsement of the linked website or association with their operators.
- 25.2 BigFundr makes no representation as to the quality, suitability, functionality, accuracy or legality of the materials on third-party websites that are linked to, or to any goods and services available for such websites.
- 25.3 To the maximum extent permitted by Applicable Law, BigFundr is not responsible and disclaim all liability for (a) such third-party products, services, websites or applications; (b) for any act

or omission of these third-parties, or (c) any dealings between you and these third-parties, whether or not such dealings have been performed or facilitated through the Platform, arising out of or in relation to anything done or omitted to be done in relation to these materials, or any delay, inaccuracies or omissions in the materials or any interruption to the supply of materials.

26. SEVERANCE

If at any time any provision of the Transaction Documents or Platform Documents is or becomes illegal, invalid or unenforceable under the Applicable Laws of any jurisdiction, that shall not affect: (i) the legality, validity or enforceability in that jurisdiction of any other provision of the Transaction Documents or Platform Documents; or (ii) the legality, validity or enforceability under the Applicable Laws of any other jurisdiction of that or another provision of the Transaction Documents or Platform Documents.

27. AMENDMENTS

27.1 BigFundr shall be entitled at any time to vary, amend, add, review, supplement, substitute or replace all or any of the terms and conditions herein, in the Transaction Documents, Platform Documents and/or of the On-boarding Documents by way of notification to you to the extent that is applicable and relevant to you or post the updated terms and conditions on the Platform.

27.2 The continued access or use of the Platform and/or its Services by you after changes are posted constitutes your agreement to be legally bound by the documents so amended and for the revised documents to apply to all current and past usage by you of the Platform and/or the Services. In the event that you do not agree to any of the changes, BigFundr is not obliged to continue providing you with any Service, and you must stop using the Platform and/or the Services provided thereon.

28. WAIVER AND REMEDIES

No failure or delay by BigFundr to exercise any right or remedy herein shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29. ASSIGNMENTS

You shall not assign or transfer all or any part of your rights in the Transaction Documents and Platform Documents or delegate the performance of your obligations therein without the prior written approval of BigFundr. Any assignment, transfer or delegation which is made without such prior written approval shall constitute a breach on your part. Wherever permissible, you hereby consent to and BigFundr is permitted to assign or transfer all or any its rights and obligations under the Transaction Documents and Platform Documents.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

The Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce this Agreement or any of the terms.

31. GOVERNING LAW AND JURISDICTION

31.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

31.2 The parties submit to the non-exclusive jurisdiction of the courts of Singapore to settle any disputes which may arise out of or in connection with the Platform Documents or Transaction Documents.

32. CONTACTING BIGFUNDR

If you have any questions or complaints about or relating to this Agreement or any Platform Document, you may contact us using the "Contact Us" details on the Platform or at the following email address: < customerservice@bigfundr.com >.

33. ACKNOWLEDGEMENT AND ACCEPTANCE

- 33.1 By clicking "**Accept**", "**Agree**", "**Submit**", "**Confirm**", "**Invest**", "**Update**" or "**Continue**" when prompted in relation to these Terms of Use, or any transaction relating to a Platform Document, you shall be deemed to have read, understood and agreed to the terms and conditions of this Agreement, and such act of clicking "**Accept**", "**Agree**", "**Submit**", "**Confirm**", "**Invest**", "**Update**" or "**Continue**" shall also constitute an acceptance in accordance with Section 11 of the Electronic Transactions Act (Cap. 88) of Singapore.