

# SHAREABLE ASSET TERMS OF USE

## Section A - General Terms

General website terms of use: PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

The words “we”, “us”, “our” or any of their derivatives in this Agreement refer to Shareable Assets Pte. Ltd. (“SA”) and its successors and any novatee, assignee, transferee or purchaser of SA's rights and/or obligations hereunder and any reference to SA includes a reference to such successor, novatee, assignee, transferee or purchaser.

The words “you”, “your”, “yours” or any of their derivatives in this Agreement refer to the person who opened the Account and/or is using our Services and shall include, as the context may require, personal representatives (as the case may be). We hold a capital markets services license to conduct business in dealing in capital markets products that are securities and units in collective investment schemes from the Monetary Authority of Singapore (“MAS”) under the Securities and Futures Act (Cap. 289) of Singapore (“SFA”). We will maintain all governmental and regulatory licenses, registrations and approvals required by law as may be necessary to continue to perform our obligations under this Agreement.

The following terms of use (“General Terms”) govern your use and access of the site [www.shareableasset.com](http://www.shareableasset.com), its linked pages and the Shareable Asset mobile app (the “Platform”) which are owned and operated by or on behalf of SA (this “Site”) and all content or web pages thereunder, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available therein and the functionalities or services provided therein (collectively the “Material”). By accessing and/or using the Site or the Materials, you are indicating your acceptance and agreement to these General Terms below. If you do not accept these General Terms, you must stop using/accessing the Site and its Materials.

### 1. Guidelines to use the site:

You agree to comply with any and all the guidelines, notices, rules and policies pertaining to the use and/or access of the Site and/or its Materials, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, rules and policies at any time and such changes will be published here and effective and binding on you upon publication.

#### 1.1 Eligibility to use the site

- SA does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. To be eligible to use the Site, you must be at least 18 years old.

#### 1.2 Restricted activities

- You agree and undertake not to: (i) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Site's data or the Platform Materials or damage or interfere with the operation of another user's computer or mobile device or the Site; (ii) post, promote or transmit any materials or information through the Site which are or may be illegal, misleading, incomplete, erroneous, offensive, indecent, defamatory or which may not be lawfully

disseminated under applicable laws or which is otherwise objectionable; (iii) use the Site other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws, or view, listen to, download, print or use the Platform Materials other than as allowed under applicable laws; or (iv) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity.

### **1.3 Restrictions on linking to, mirroring, and framing this site**

- Unless otherwise stated and without Our prior written consent, You must not link (including, but not limited to, hyperlink, in line link or deep link) (collectively, “Link”), mirror, or frame this Site or any part thereof to any other web page, website, server, or otherwise. You must not use any of the IP Rights, particularly the trademarks, as part of a link to or from any site unless You obtain Our prior written approval.
- We may at any time, and at Our sole discretion, instruct You to disable, remove, and terminate and/or to organise the disabling, removal or termination of any: (i) Link from any web page or website, or (ii) mirroring or framing of this Site or any part thereof. You must comply immediately upon receiving such instructions. We may, but are not obliged to, disclose Our reasons for issuing such instructions.
- We hereby disclaim any and all liability and responsibility for the content available on any third party website that Links, mirrors or frames this Site or any part thereof. Under no circumstances do We acknowledge or affirm, expressly or implicitly, any association or affiliation in any manner whatsoever with any trademarks, trade names, service marks, logos, insignia or other devices used or appearing on third party websites that Link, mirror or frame this Site or any part thereof.

## **2. Privacy:**

Your use of the site is subject to the SA Privacy Statement, which also governs the Site and informs users of our data collection practices.

## **3. Creating an account:**

While any User can visit our Site and review a range of information related to SA or past projects offered on the Site, in order to access certain restricted pages of the Site that relate to the viewing of actual investment opportunities or to express an interest in investments offered therein (“Restricted Portion”), a User must first register on the Site and certify that he/she is either an eligible investor as per the Local Jurisdiction or an “accredited investor” as defined in Section 4A(1) of the Securities and Futures Act, Chapter 289 or an Institutional Investor. In general, to qualify as a Singapore Accredited Investor, individuals must have a net worth of over \$2 million SGD (or its equivalent in a foreign currency) or financial assets (net of any related liabilities) exceed in value \$1 million (or its equivalent in a foreign currency) or an annual income per individual of not less than \$300,000 SGD (or its equivalent in a foreign currency) in the preceding 12 months. Thus, the Restricted Portions of our Services and the Site may not be available in all jurisdictions or to all Users such as terrorist financing, fraud, or any other financial crime)) pursuant to applicable laws and Issuer requirements for accreditation based on the information provided by you during the user registration process (“Verification Check(s)”). The results of Verification Checks may be used by SA, and as applicable, Issuers and their placement agents, to determine your eligibility to use our Services and participate in an Offering. SA may, but is under no obligation to re-confirm Verification Checks or independently review the results of any Verification Checks performed by third parties, and SA is not liable for any errors therein. You hereby consent and authorize SA to delegate the authorizations you provide to SA to Issuers and their placement agents, as well as SA Vendors, in each case, as SA deems necessary or desirable to provide the Services to you. You agree that the terms and conditions of the Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such SA Vendors

and they are third party beneficiaries of this Agreement.

### **3.1 Representations**

By creating your account, you represent and warrant that:

- You are an individual, and the legal and beneficial owner of the Account;
- All information and documents provided to us, including the information contained in the application forms completed by you prior to you opening an Account with us, are true, correct and complete and not misleading or incomplete in any material way;
- You have provided us with all material information and undertake to update us as soon as possible if there are any material changes to the information and/or document provided to us, otherwise you continue to represent and warrant that all such information provided are and will continue to be true, correct, complete and not misleading or incomplete in any material way;
- You have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under this Agreement;
- All actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
- Your obligations under this Agreement are valid, binding and enforceable;
- You are solvent, able to pay your debts as they fall due and are a going concern or not an undischarged bankrupt;
- Your entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement does not and will not: (i) violate any agreement to which you or where applicable, any of your affiliates, is a party or which is binding on any of you or your respective assets, or (ii) result in the existence of, or oblige any of you to create, any security over those assets;
- You have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require, and these are valid and subsisting and will not be contravened by the execution or performance of this Agreement;
- Your use of our Services complies with all Applicable Laws.

### **3.1 International Investors**

- Other international investors are permitted access to the investment opportunities on our platform insofar as such access does not violate the law of their country of residence. Those who access or use our SA platform from other countries do so at their own volition and are responsible for compliance with local law. Our Services (and certain pages of the Site) that relate to the viewing of actual investment opportunities or to making investments in the securities offered therein may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where SA or one of its partner entities is not authorized to provide such information or services. We also reserve the right to deny access to anyone, including, but not limited to, those Users who use proxy servers and/or IP addresses residing in certain geographical areas.

### **3.2 U.S. and UN Economic Sanctions**

- You represent that you, or the organization for which you are acting as an authorized person, have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") or

the United Nations (“UN”) as a Specially Designated National or Blocked Person. You have no reason to believe that you would be considered a Blocked Person by OFAC or the UN, and you do not reside in a country that is subject to OFAC or UN sanctions. You also represent that you are not employed by or acting as an agent of any government, government-controlled entity or government corporation restricted under OFAC or the UN sanctions regimes. By accessing and using SA, you confirm you are not a designated individual and/or entity or acting on behalf of designated individuals and/or entities.

- Not all registered Users will be permitted to participate in the investment offerings available on our Site. Your participation in a particular investment is subject to, among other things, demonstration to our satisfaction that you meet the legal requirements for participation, consent of relevant third parties, approval of the Offering Company, and execution of definitive documentation between you and the Offering Company. We make no representation or warranty that the potential transaction you have identified will take place, or that if it takes place that you will be allowed to participate.
- Before you become a Registered User, SA or its third party vendors (“SA Vendors”) will run identity verification and compliance checks (including without limitation, any checks we deem reasonably necessary to assess legal compliance (including the risk of your involvement in money laundering, , you represent and warrant that (a) you are not located in a country that is subject to a U.S. or Singapore Government embargo, or that has been designated by the Singapore or U.S. Government as a “State Sponsor of Terrorism”, and (b) you are not listed on any U.S. Government, Singapore Government and UN list of prohibited or restricted parties. You also will not use SA for any purpose prohibited by Singapore law or any law of your local residence, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

### **3.3 Account Registration**

- In consideration of your use of the Site and Services, you agree to (a) provide true, accurate, current and complete information about you as may be prompted by any registration forms (including, Accreditation, Investor Declaration and/or Know Your Customer forms) on the Site (“Registration Data”) or offline, which forms may vary depending on your country of residence; (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SA is not responsible for third party access to your account that results from theft or misappropriation of your account. You may also be required to provide additional and/or supplemental information in the future upon our request. Please keep in mind that we will treat anyone who uses your user name and password as “you,” therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone. We also ask that you notify us immediately at [support@shareableasset.com](mailto:support@shareableasset.com) if you suspect that your username and password has been misappropriated or your account has been compromised.

### **3.4 Blockchain Wallets**

- During your use of the Services, you may elect to set up a blockchain wallet (“Wallet”) account with a blockchain wallet provider of your choice or any third party recommended by SA (“Wallet Provider”). You may use the Wallet only for the purpose of transacting in securities through the Service. You may not send any cryptocurrency, fiat currency, digital assets or unregulated securities to the Wallet. Your use of the Wallet will be subject to the terms of use agreement between you and such Wallet Provider.

### **3.5 Customer Monies Segregation**

You also understand and agree that SA does not control and is not liable for any transactions made using the Wallet or your other accounts. All payment transmissions in connection with the Offering are handled through

the designated customer monies account such that investors' funds are not co-mingled with SA's own funds:

- All monies are held on behalf of each investor in a deposit account with a bank in Singapore, licensed under the Banking Act.
- Deposits and fund settlements of investors are handled by an independent custodian/escrow service provider, responsible for supervising the safety of investors' funds.
- All investment returns and any interest earned from deposit account held of behalf of each investor shall accrue to the investor.
- Running records of all transactions effected by the investor shall be provided in the registered investor's account in SA platform, such that breakdown details of funds received from each investor and the dividends that are accrued and paid based on pro-rata share of the asset, are tracked against a projected yield that the registered user generally expects from having invested into the asset.
- Strong internal controls such as segregation of duties, verification and reconciliation of transactions ensure all moneys held on behalf of each investor in the segregated designated customer monies account are accurately accounted.
- In event of bankruptcy, the independent custodian/escrow service provider safeguarding the segregated designated customer monies account will verify to ensure that all money are returned to all investors.

#### **4. Power of Attorney**

- You hereby authorise us and such persons duly authorised by us severally to act as your attorney (with full rights of substitution) with full authority to be your true and lawful attorney and to in your name do on your behalf all things you could have done (including to execute and deliver all such documents, agreements and instruments and to otherwise perfect and do all such acts and things which are necessary to give full effect to any of the provisions and powers contained herein) for the purposes of:
- carrying out any Transactions for your Account or any of your Instructions, or providing any Service to you;
- discharging any of our obligations to you under this Agreement;
- and/or doing anything which in our opinion is necessary or desirable to preserve our rights under this Agreement.
- You undertake to ratify and confirm, and hereby ratify and confirm, all and whatever acts and things that we shall do or cause to be done pursuant to this power of attorney on your behalf.

#### **5. Currency Conversion**

- We are entitled to convert any sum received by us (whether for credit into your Account or in payment of any sum due to us) to the currency of the Account or the currency in which payment is to be made, as the case may be, at a rate of exchange determined by us at the relevant time.
- We may, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Account or standing to your credit to any other currency for the purposes of carrying out your Instructions or exercising our rights under this Agreement. Exchange rate losses and the costs of conversion shall be borne by you.

#### **6. Set-off and lien**

- For so long as you owe monies or obligations (of any nature and however arising) to us, you may not withdraw your Assets from your Account without our consent. We may at any time withhold any Assets pending full settlement of all such monies or obligations owed by you.
- All your Assets in your Account shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us. We have the power to sell any Assets, close out any positions or liquidate the Investment Portfolio in or towards settlement of your obligations to us.
- All documents of title and other documents relating to the Assets shall be deposited or transferred by you to us or otherwise placed at our order or at our disposal or under our control.
- You warrant and undertake that none of the Assets held in your Account are or shall be subject to any lien or charge in favour of any other person.
- Without prejudice to any right of set-off or general lien or other rights to which we may be entitled, we may set-off from any Assets held in your Account (including any of your monies held in a trust account) against and in whole or partial payment of any sum or liability owed by you to us.
- You authorise us to do anything in your name which is necessary for us to be able to do any of the foregoing.
- Our rights under this Agreement are in addition to any other rights we have at law or under any other agreement, and shall not prejudice any other rights or security that we may have.

## 7. Use of intermediaries

- You hereby acknowledge that we may use or engage Delegates (including a nominee, agent, Broker, custodian, fund manager, market-maker, exchange and/or other third party, which may include SA's affiliates), whether in Singapore or elsewhere, as SA may in its sole and absolute discretion think fit to, directly or indirectly:
  - execute or clear Transactions;
  - purchase and/or manage Authorised Investments; and/or
  - hold or custodise any of your Authorised Investments.
- You hereby acknowledge that you may be required and if so required, undertake to enter into agreements with such Delegates.
- Notwithstanding any other provision to this Agreement, you hereby acknowledge and agree that provided that we have selected or engaged such Delegates in good faith, we shall not be liable to you for any and all losses suffered or incurred by you as a result of any act, omission, default, insolvency, error or negligence of such Delegates.

## 8. Statements and other documents

- Any statements, contract notes and any other documents or communications will be sent to you via electronic means and/or to the electronic mail address indicated by you at the opening of the Account or edited subsequently through the "Change of Email procedure" available on the Platform. You agree and acknowledge that such documents will be made available to you only electronically, and therefore, you may download, save or print the documents for your subsequent reference.
- You acknowledge that all valuations, Account overviews and summaries are provided on a reasonable efforts basis and should not be relied upon with regards to the liquidation value of any given position or combination of positions.
- You agree to verify the correctness of all details contained in each statement, or any document sent to us and inform us within fourteen (14) calendar days from the date of such document of any

discrepancies, omissions, or errors. Upon the expiry of this period, the details in such documents shall be conclusive evidence against you (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, that such details are correct, but subject always to our right to amend or delete from time to time, any details wrongly inserted by us as set out below. Except as provided in this clause, and provided that we are not fraudulent or in wilful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.

- You agree and acknowledge that we have the right, upon giving reasonable notice to you, to reverse any entry, demand a refund, and/or debit the Account in respect of any overpayment or wrongful credit in the Account.
- You further agree and acknowledge that we may, without prejudice to any of the foregoing, at any time without prior notice to you rectify any clerical errors that may have been made.
- Where you have not received any document, advice, statement of account, contract note, confirmation, or other notification relating to a specific Transaction, you must advise us immediately.

## 9. Fees, charges and expenses

- The fee payable by you to us for the Services is specified in the Pricing Schedule available on our Platform ("Fees") as may be amended from time to time. All liabilities, costs and expenses which we incur under this Agreement will be covered by the Fees.
- You agree to pay all costs and expenses (including all taxes, duties, levies, brokerage, commission and fees, including all fees due and payable for custodian services rendered from time to time incurred) in connection with the Account. For the avoidance of doubt, you shall make all payments due under this Agreement free and clear of, and without deduction, withholding or set-off on account of, any tax or levy or any other charges present and future. You further agree to indemnify us on demand against all costs, expenses, liabilities, claims, demands or proceedings arising from the exercise of any of our rights and discretions or the performance of any of our duties under this Agreement, including, but not limited to, our reliance on any information provided by you, from any dealings with the Account by any person authorised to act in relation thereto or as a result of our acting in good faith on instructions given or purportedly given by any such person. We may, in our sole and absolute discretion during the opening of the Account, in effect, waive or reduce or rebate any part or all of the fees and expenses payable by you.
- We may charge to, deduct, withdraw, and recover from the Account the full amount of any Fees, costs, expenses, the amounts due to us hereunder, and any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Account or otherwise. We shall have a lien over the Account for all amounts payable to us by you whether present or in the future, actual or contingent and in whatever currency. We may at any time, without prior notice to you, realise (whether through a sale or disposal in such manner and on such terms as we see fit and at your expense) any part of the Account and may apply the proceeds (or any other amounts held to or payable to you) in or towards settlement of such amounts. We may further withdraw and collect uninvested cash in the Account and/or sell the assets in the Account and collect the proceeds from such sale.
- We shall be entitled to receive and retain for our own absolute use and benefit (without any liability to account to you) any brokerage rebates, currency conversion rebates, fees, other payments or benefits which we receive in connection with or derives from any transaction involving the Account.

## 10. Electronic Communication:

Visiting the Site, any issuer-specific webpage hosted by SA, or sending emails to SA constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices,

disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. We may also send you email messages about our company, our services and investment opportunities listed by Offering Companies. As a registered/ Subscribed User, you can deactivate your account and be removed from our mailing list. You will also be given the opportunity to unsubscribe from commercial messages in any such email we send to you.

#### **10.1 Electronic Delivery of Communications:**

- You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your use of this Site including:
- Terms of use and policies you agree to (e.g., the SA Privacy Statement), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your use of this Site

### **11. Links to Third party Sites/ Third party Services:**

The Site may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of SA and SA is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. SA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SA of the site or any association with its operators. You use all links in Non-SA Websites, and Non-SA Applications at your own risk. When you leave the SA Platform, our Agreement and policies no longer govern. You should review applicable agreements and policies, including privacy and data gathering practices, of any Non-SA Websites or Non-SA Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Certain services made available via the Site may be delivered by third party sites and organizations. By using any third-party product, service or functionality originating from the [www.shareableasset.com](http://www.shareableasset.com) domain, you hereby acknowledge and consent that SA may share such information and data with any third party with whom SA has a contractual relationship to provide the requested product, service, or functionality on behalf of Site users and customers.

SA has no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of SA Services). SA is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction, or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with tokens transferred using the SA Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify SA Support at [support@shareableasset.com](mailto:support@shareableasset.com) so that we may consider what action to take, if any.

### **12. Third party accounts and Right of Third Parties:**

You may be able to connect your SA account to third-party accounts. By connecting your SA account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do



not want information about you to be shared in this manner, do not use this feature.

A person or entity who is not a party to the Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any similar legislation in any jurisdiction to enforce any term of the Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description. For the avoidance of doubt, nothing in this provision affects the rights of any permitted assignee or transferee of the Conditions.

### **13. Investment Opportunities:**

- SA may at different times make available various investment opportunities and/or products as we are licensed to provide. Such opportunities and/or products are made available without consideration of your financial or other personal circumstances unless otherwise indicated. SA may or may not make available the full range of investment opportunities and/or products to you at our discretion.
- Shareable Asset does not provide any financial, legal, tax or investment advice or any form of recommendation regarding the suitability or quality of any investments on the Site, and nothing on the Site or the information provided in connection with any offering will be construed or interpreted as such. Investment overviews on the Site contain summaries of the purpose and principal business terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by any accompanying investment offering documents provided by and solely prepared by the Offering entity in relation to such investment opportunity. All investment terms are set by the Offering Entities. Shareable Asset does not make any warranty as to the completeness or accuracy of any information provided by Offering Companies. The information contained in such investment offering documents and all information contained in the Site have been prepared without reference to any particular investor's investment requirements or financial situation, and potential investors should consult with their own professional tax, legal and financial advisors before making any investment.
- SA is not an issuer of securities. By providing its Services to you as a Registered User or Issuer, SA is not endorsing or recommending the Issuer's securities, or the services of any broker or dealer. No aspect of the SA Platform is designed or intended to provide financial, legal, tax or investment advice or recommendations. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional about your investment goals. The availability of the SA Platform does not constitute an offer or an invitation to purchase securities in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such offer or invitation. Users must inform themselves about such restrictions and are solely responsible for complying with the same.
- SA is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behaviour of software (e.g., wallet, smart contract), blockchains or any other features of smart contracts. SA is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain including forks, technical node issues or any other issues that result in losses or damages.
- Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.
- SA may in its sole and absolute discretion without giving any reason or without notice to you, at any time and from time to time impose, remove or amend any trading or Transaction restrictions or any limits, including position limits, Transaction limits and limits on contract size in respect to any Account upon you. No previous limit or restriction shall set a precedent or bind SA. You undertake to comply with and shall not breach or exceed such restrictions and limits as imposed on you by SA and any other trading restrictions or positions limits under Applicable Laws, including those imposed by

any exchange or market or clearing house. If you exceed any trading restriction or position limit, SA is authorised to disclose your identity and your positions, and/or liquidate any of your positions. Even when SA does not impose any restriction on the amount you can invest on the Platform, you should NOT invest more money than you can afford to lose.

- Where Shareable Asset considers, with reasonable confidence, that the arrangements in place to manage potential or actual conflicts of interest are not adequate to prevent material damage to the investors' interest, Shareable Asset will disclose the general nature and/or sources of the conflict of interest to the investors in SA platform.

#### **14. No Unlawful or Prohibited use of Intellectual Property Rights:**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. Including information provided by the Issuers or other third parties, all copyright, trademarks, and other forms of proprietary rights, whether registered or unregistered, in the Content and all Services available on this Site (the "IP Rights") are owned by, licensed to, or controlled by Us and Our licensees. Protected Content includes, but is not limited to, any information about users of this Site, data, photographs, graphics, videos, illustrations, designs, trademarks, trade names, service marks, product names, logos, insignias or other devices, software programmes, downloadable files, software applications, interactive features, tools, services, and any other information or materials made available on or through this Site. The presentation and layout of the Content is also protected by copyright, trademarks, service marks, international treaties and other proprietary rights and laws of Singapore and other countries.

Any rights relating to the Content and this Site not expressly granted herein are reserved. Your access to and use of this Site in any manner whatsoever does not grant You a licence in respect of any of the IP Rights, nor any rights in or to the Content. You must not use the Content in any manner otherwise than in accordance with the Conditions and all applicable laws and regulations. In particular, You must not alter, modify, broadcast, publish, hyperlink, mirror, distribute, exchange, frame, sell, licence, display, create any work that is substantially based on, or otherwise copy, reproduce, share, store, re-use, or transmit the Content or any part thereof for commercial or personal use without obtaining Our prior written permission for the specific activity. No licence or right is granted to You by implication, estoppel or otherwise.

All other trademarks, trade names, service marks, product names and logos contained herein that are not owned by, licensed to, or controlled by Us are used in an editorial fashion only, with no intention of trademark or IP Rights infringement.

You hereby grant to Us a non-exclusive, world-wide, royalty-free, irrevocable licence and right to host, transmit, distribute or use (that includes the right to copy, reproduce and/or publish) the materials You upload onto this Site in connection with the operation of this Site and the provision of the Services.

#### **15. User Conduct and Feedback on the Site:**

You agree that you will not use this Site and/or the Services for any unlawful purpose. You agree not to misuse the Content and/or Services on the Site to abuse, harass, threaten, impersonate, or malign any other person or entity.

You must not interfere with or attempt to interrupt the proper operation of this Site and/or Services in any manner whatsoever, or access or attempt to access any data, information, passwords, files, or those parts of the Site and the Services that You are not authorised to access by hacking, scraping, data mining, or any other means.

You will not, and not permit any Representative of Yours whether by express knowledge or otherwise to, publish, post, transmit, transfer, distribute, or upload any content, data, information, and/or materials on or

through this Site and/or the Services that:

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You may upload materials, including, without limitation, You do not intend to honour;

- b) is or may be a misrepresentation, false, indecent, misleading, incomplete, inaccurate, untruthful, defamatory, threatening, or invasive of another person's privacy;
- c) promotes or encourages, or may promote or encourage, illegal activity (including the breach of any financial regulatory licensing requirements);
- d) may not be lawfully disseminated under applicable laws, regulations and/or codes of practice;
- e) You know or have reason to suspect contains any viruses or damaging components which may detrimentally interfere with this Site and/or the Services;
- f) is or may in any way constitute something inflammatory, provoking, harmful, abusive, sensitive, or offensive to another person or to a group of persons (whether because of race, ethnicity, nationality, gender, sexual orientation, religion, or otherwise); or

g) infringes the rights of any third party, including intellectual property rights, information, text, graphics, logos, icons, images, sound clips, video clips, and data compilations, for posting on this Site. You are solely responsible for material You upload. We do not assume any responsibility for Your uploaded materials. In uploading and entering any material on Our Site, You warrant and represent that (a) You, or where applicable, Your Representatives have the full right and authority to submit the same; (b) the material does not infringe the intellectual property rights or any other rights of any third party; and (c) all information contained within the material is true, complete and accurate.

We reserve the right, in Our sole discretion, to deny You access to this Site and/or Services, or any part thereof, without notice if We have any reason to suspect or believe that You have not abided by these conduct requirements.

You agree that submission of any ideas, suggestions, documents, and/or proposals to SA through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that SA has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to SA a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicenseable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the SA Platform.

## **16. Risk Disclosures, Disclaimers and Limitation of Liability:**

The contents of this Site are not made with regard to specific investment objectives, financial situation, or specific needs of any particular person or class of persons, wherever situated, who may access or rely on them. We recommend at all times that you seek professional advice and obtain independent verification of the contents of this Site before making any decision to participate in an offering based on any such information, materials or contents.

We may but are not obliged to, except where otherwise required by the regulatory Rules, collect information from each Issuer or its Representatives: (i) a brief business description; (ii) investment highlights; (iii) a confirmation of successful fundraises and investments till date; (iv) business, operational, and financial milestones achieved; (v) key professionals and board member information; (vi) historical and current financials; and (vii) associated information. Despite having collected such information about the Issuers, Our decision to list the Issuer, and to maintain such listing is not an assurance or guarantee by Us or of the Issuer's

soundness or suitability for successful fundraising amongst the Users.

Participating in a fundraising entails significant risk, and is not permitted if You are unwilling to accept such high risk, as securities listed on this Site may not be easily accessible to the investors and may also be more illiquid than publicly traded securities. Users hereby acknowledge that they should engage in purchases only if they have the financial ability, appetite and willingness to accept the high risks and lack of liquidity characteristic of such securities.

We do not assure You that the price of the relevant securities of an Issuer of these securities at any point in time is accurate or in line with other market or industry practices or valuations.. Users acknowledge and agree that in purchasing specific security products on the Platform, they must be able to afford to lose their entire investment amount when engaging in the investment.

You acknowledge that We have no special relationship with, or owe any duty, fiduciary or otherwise to, You, in relation to the effects that You may experience as a result of: (i) using or accessing, or not being able to use or access for any reason, any part of this Site and/or Services, and You agree to release Us from all claims or liability, whether foreseeable or unforeseeable that arises from the same.

No communication made through, or any information available on, this Site is or shall be deemed to be financial, legal, tax, accounting, or investment advice. You should not take, or omit to take, any action, in reliance on the content of the Site without seeking independent verification or advice, and You shall hold Us indemnified from any and all forms of liability that You may incur, directly or indirectly, if You fail to do so.

Except as required by the Compliance Rules, we do not verify, consider, assess, or endorse any of the content in relation to any specific Listing made by any particular person or class of persons, wherever situated, who may access or rely on the content on the Site. We make no representations, warranties, or assurances in relation to the results, financial or otherwise, from the use of the Site, Services or its contents.

We will not be liable in any manner for any claim, cost, loss, expense, damage, detriment, or other adverse effect(s) of any kind and in any manner whatsoever, arising from You use of and access to this Site, Content, Services, Issuers, Users, Trades, or about any specific results arising from Your use of the Site and/or Services, and.

We and Our affiliates, employees, representatives, directors, contractors, and suppliers, shall not be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damage resulting from, among other things, lost data or business interruption) that may result from Your access to or inability to access or use the Site or the Services, whether based on warranty, contract, tort (including negligence), or any other cause of action, even if such damages are reasonably foreseeable. If, for any reason, limitations of liability are inapplicable to You, Our liability will be limited to the greatest extent permitted by law.

The Content may feature Assets that are not available in every location or to every User. Our featuring of such opportunity does not imply that You are eligible to participate in the same. We are not responsible for, and You shall indemnify Us from, any and all adverse consequences that may arise as a result of Your participation or preclusion from participation, or attempt to participate in, a Trade that You are, in fact, ineligible for.

You accept and agree that any performance of an investment You undertake is entirely outside Our control and You are solely responsible for such investments.

THIS SITE, INCLUDING ANY CONTENT, MATERIAL, OR INFORMATION ON IT, AND IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THIS SITE AND SERVICES IS OF A GENERAL NATURE, AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPLETENESS, TRUTH AND ADEQUACY, WARRANTY OF TITLE,

ACCURACY OF DESCRIPTION,

SUITABILITY FOR SALE, MERCHANTABILITY AND SATISFACTION OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

NO MATERIAL AVAILABLE THROUGH THIS SITE OR ANY OF THE SERVICES SHALL BE USED OR CONSIDERED AS AN OFFER BY US TO SELL, OR A SOLICITATION OF ANY OFFER BY US TO BUY, THE SECURITIES OF ANY ASSET. OFFERS TO TRADE CAN ONLY BE MADE WHERE LAWFUL UNDER, AND IN COMPLIANCE WITH, APPLICABLE LAW. NEITHER THIS SITE NOR ANY OF THE SERVICES PROVIDES TRADING, INVESTMENT OR OTHER FINANCIAL ADVICE, AND NO PART OF THE CONTENT OR THIS SITE, OR ANY SERVICE OFFERED THEREON, IS TO BE RELIED UPON FOR PURPOSES OF MAKING OR COMMUNICATING INVESTMENTS OR OTHER DECISIONS OR ADVICE. WHERE PAST PERFORMANCE IS AVAILABLE THROUGH THE CONTENT OR THIS SITE, OR ANY OF THE SERVICES, SUCH PAST PERFORMANCE IS NOT INDICATIVE OR CONCLUSIVE OF FUTURE RESULTS, AND WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION THAT ANY CURRENT OR FUTURE INVESTMENT OR TRADE WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE ACHIEVED IN THE PAST, OR THAT SIGNIFICANT LOSSES WILL BE AVOIDED.

We do not warrant that the Content is free from typographical, technical, or pricing defects, faults, or errors. You agree that You are responsible for confirming the accuracy of any part of the Content You intend to rely on for any activity, and that We are not responsible for any adverse consequences that may arise as a result of Your reliance on such errors. We do not represent or warrant that any identified defects, faults or errors will be corrected.

We hereby disclaim all warranties, express or implied, statutory or otherwise, to the fullest extent permitted by law, in respect of this Site and/or the Services.

Without prejudice to any right or remedy that We may have, at law, We shall not be liable to You, Your Representatives, or any third party for any loss, damage, claim, liability, expense, or costs arising out of or in connection with anything done or omitted to be done by Us regarding Your access to and/or use of, the Site or the Services. You fully indemnify and hold Us harmless from and against all loss, damage, claim, liability, expense, or costs suffered or incurred by You as a result of Your access to or use of the Site.

## **17. Indemnification:**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless SA, and our respective past, present and future employees, officers, directors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “SA Parties”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the SA Platform, including without limitation, the associated Services and SA Properties, (b) your violation of this Agreement and any other online agreements, investor documents, disclosure obligations, applicable laws and regulations, (c) your violation of the rights of a third party, including but not limited to Issuers or investors of securities, or (d) your negligence or wilful misconduct arising out of relating to the Offering, including the Services, provided that you may not settle any Claim against SA unless such settlement completely and forever releases SA from all liability with respect to such Claim or unless SA consents to such

settlement, and further provided that SA will have the right, at its option, to defend itself against any such Claim or to participate in the defense thereof by counsel of its own choice. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND SA.

## **18. Severability:**

If any provision of these Conditions, in whole or in part, is held to be illegal, invalid, void, or otherwise unenforceable under any enactment or rule of law or by any court in any jurisdiction such provision or part thereof will, to that extent, be deemed severed from these Conditions, but the legality, validity, and enforceability of the remainder of these Conditions will not be affected, diminished or impaired thereby. The severability of any provision of these Conditions applies only within the specific jurisdiction under which law a term is found to be illegal, invalid, void or otherwise unenforceable, and shall not affect the enforceability of the same provision in other jurisdictions.

## **19. No Wavier:**

Our failure to exercise or enforce any provision of the conditions does not constitute a continuing waiver or bar of Our right to exercise or enforce that provision or any other provision of the Conditions at any subsequent time or times. A waiver will be valid only when in writing and for that particular instance. No subsequent instance, whether related or not, will be included in such a waiver.

## **20. Dispute Resolution/ Arbitration Process:**

Subject to any law, statute, regulation or other requirement of any jurisdiction, You agree that any Dispute between You and Us arising out of or relating to the Conditions, including but not limited to the alleged breach, termination, validity, interpretation, performance or estoppel (“Dispute”) shall be resolved according to the following dispute resolution process:

(i) Upon You or Us receiving written notice of any Dispute, You and We agree to attempt to resolve it promptly by negotiation (the “Negotiation”) between You and We, and/or where applicable, Representatives who have authority to discuss and settle the Dispute and this process should be completed within 30 days of such notice.

(ii) In the event that the Dispute has not been resolved by Negotiation in accordance with this section, then You and We agree to proceed to mediation (the “Mediation”) unless a different timeframe for negotiation process is agreed to at the time of Negotiation. A “notice of mediation” shall be served by Us, which shall mean that the Negotiation was not successful and You and We agree to commence the mediation process.

You and We shall choose and agree on a mediator within fourteen (14) days of receipt of the “notice of mediation”, failing which a mediator shall be appointed by a local mediation service provider in Singapore.

The Mediation shall be held within 45 days of the retention of the mediator and shall occur for at least one:

(1) full mediation day, before either You or We have the right to withdraw from the Mediation. You and We may agree to continue the Mediation beyond one (1) full days, until a settlement of the Dispute has been reached, or until You or We or the mediator state that there is no further reason to continue Mediation because of an impasse that cannot be overcome through Mediation. In that event, We will send You a “notice of termination of mediation”.

You and We agree that We will use all reasonable efforts to complete the Mediation within 30 days of the first mediation session.

You and We agree to bear an equal share of the costs of Mediation, unless agreed otherwise.

This Mediation process shall be confidential based on any further terms that are acceptable to or imposed by the mediator and/or the mediation service provider.

(i) Any Dispute not resolved through either Negotiation or Mediation in accordance with this section shall be determined by final and binding arbitration (“Arbitration”). The arbitration will be held in Singapore, using one (1) arbitrator, unless it is determined that the Dispute shall require a panel of neutral arbitrators.

The arbitrators may award costs and/or attorneys’ fees to either You or Us. You and We understand and agree that the outcome of the Arbitration shall be final and binding, and subject to any law, statute, regulation or requirement to the contrary, You agree to waive all and any rights to other forms of resolution processes (such as court action or administrative proceeding);

All communications, written, verbal, or in any other form that occur during the Dispute Resolution Process shall be treated as confidential and shall be treated as settlement negotiations for purposes of any applicable rules of evidence. However, any document or information generated prior to the Dispute, that would otherwise be discoverable, would not be subject to confidentiality, even if they are used in the Dispute Resolution Process.

## **21. Jurisdiction and Governing Law:**

These Conditions and any Service provided hereunder (unless otherwise agreed to by Us) are governed by, and construed in accordance with, the laws of the Republic of Singapore. This Site and any Services provided hereunder (unless otherwise agreed to by Us), its Content, and all Services are based in Singapore. You agree to comply fully with all applicable laws and regulations of the Republic of Singapore as well as those of Your own jurisdiction from which You are accessing this Site and using the Services. You agree to submit all disputes arising out of or in connection with the Conditions to the exclusive jurisdiction of the Singapore courts.

## **22. Termination:**

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Harbor Platform and the associated Services at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event, to the fullest extent permitted by applicable law. Prior to closing your Account, any securities associated with your Account must be sold to a third party in accordance with the terms of the applicable securities. If you have not transferred your securities, once your Account is closed, we will not be responsible or liable for any securities in your Wallet. In the event that you terminate your Account, after participating in an Offering but prior to closing of a sale of securities, this will be deemed as your withdrawal from the Offering and we will report it to authorities as required by law.

## **23. Changes/ Modifications to Terms and Platform:**

We reserve the right to change the Terms under which the Site is offered and also the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the SA Platform (or any features or parts thereof) or suspend or discontinue the Services at any time, with or without cause, and without liability therefor. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates.

## **24. No Internet Access:**

You agree and acknowledge that these General Terms, the Site and the Platform Materials do not include the provision of Internet access or other telecommunication services by the Platform. Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use the Site and/or the Platform Materials shall be your sole responsibility and shall be separately obtained by you, at your own cost, from the appropriate telecommunications or internet access service provider.

## 25. Translation:

If these Terms are translated into a language other than English, the English text shall prevail.

## 26. Contact:

If You wish to communicate with Us about anything related to these Conditions, You may do so by sending an e-mail to [support@Shareableasset.com](mailto:support@Shareableasset.com).

## Schedule A - Definitions

<b>“Account”</b>	shall mean the account set up and granted to you for your use and access to the Platform and Services pursuant to this Agreement .
<b>“Accredited Investor”</b>	has the meaning ascribed to it in section 4A of the Securities and Futures Act (Cap. 289) of Singapore, as may be amended from time to time.
<b>“Agreement”</b>	shall mean the General Terms, together with all Annexes, Schedules, disclosures, terms, conditions, rules and regulations included on our Platform or website, as the same may be amended, modified, supplemented or replaced from time to time.
<b>“Applicable Laws”</b>	shall mean all applicable local or foreign laws, rules, acts, regulations, subsidiary legislation notices, notifications, circulars, licence conditions, directions, requests, requirements, guidelines, directives, codes, information papers, practice notes, demands, guidance and/or decisions of any national, state or local government, any agency, exchange, regulatory or self- regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority (including the MAS and IRAS) whether in Singapore or elsewhere, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time.
<b>“Asset(s)”</b>	means all moneys, cash, interests in collective investment schemes, or other financial instruments or products, and other property of yours held with us or through us.



<b>“Banking Act”</b>	shall mean the Banking Act, Chapter 19 of Singapore, as amended or supplemented from time to time.
<b>“Broker”</b>	shall refer to any executing broker, clearing broker or any other broker appointed from time to time to execute, clear or otherwise act as broker in respect of trades in Authorised Investments, and includes SA where SA acts as broker.
<b>“Business Day”</b>	shall mean a day (except Saturdays, Sundays and public holidays) on which commercial banks are open for business in Singapore.
<b>“Custodian”</b>	has the meaning ascribed to it under Schedule B, Section 6(1).
<b>“Custody Arrangement”</b>	shall mean the arrangement outlined under Schedule B, Section 6.
<b>“Fees”</b>	shall have the same meaning ascribed under Section 9(1)
<b>“Fractional Bonds”</b>	shall refer to the fractional interest in bonds and/or any other financial instruments purchased in accordance to the terms of the Fractional Bond Investment Service in Schedule C.
<b>“General Terms”</b>	shall refer to the provisions under the “General Terms” heading of this Agreement and the Annexes.
<b>“Instructions”</b>	shall mean any communication, instruction, order, message data or information received by us through or pursuant to the Platform or otherwise referable to your Access Methods, and any information delivered to us offline by any methods as we may agree.
<b>“Investments”</b>	shall mean any collective investment schemes, interests in unit trusts or mutual trusts, or other financial instruments or investment products which are purchased through us.
<b>“MAS”</b>	shall refer to the Monetary Authority of Singapore.
<b>“Platform”</b>	shall mean the online platform (accessible through our website or through our mobile application) operated by us, and includes our website.
<b>“Services”</b>	shall mean the services provided by us to you pursuant to this Agreement.
<b>“SFA”</b>	shall refer to the Securities and Futures Act, Chapter 289 of Singapore, as amended or supplemented from time to time.
<b>“System”</b>	shall mean the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the Platform.

<b>“Transaction”</b>	shall mean transactions in such Authorised Investments as we may carry out on your behalf under this Agreement or that you may instruct us to execute for you (on an execution only basis), whether for purposes of the Account or in connection with any of the Services.
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## Schedule B - Real Estate Investment Business Terms

### 1. General

This Schedule shall govern your use of and access to the Platform for the purpose of utilising the Real Estate Investment Service. These Real Estate Investment Business Terms shall form part of the Agreement.

All capitalised terms which are not defined in these Real Estate Investment Business Terms shall have the same meaning as in the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement on the one hand and the provisions of these Real Estate Investment Business Terms on the other hand, the provisions of these Real Estate Investment Business Terms shall prevail to the extent of such conflict or inconsistency.

### 2. Scope of Real Estate Investment Service

- Shareable Asset acts only as a facilitator with respect to communication and the fundraising process. Upon approval by the Offering Entity of an investment from a Customer, the Customer and the Offering Company shall execute definitive investment documents through the platform, and the Customer shall arrange for the transfer of funds to the SA designated customer monies account. The Offering entity shall have access to the funds collected from the investors through the SA designated customer monies account and shall be able to make withdrawals on the satisfying any pre-determined condition of the listing. Nothing contained herein shall constitute or be construed as creating any fiduciary, partnership, joint venture, agency or sales representative relationship between a User and Shareable Asset.
- Shareable Asset will use commercially reasonable efforts to ensure that Offering Companies provide regular updates to Customers regarding all ongoing projects. In the event of a default on a project, Shareable Asset will continue to facilitate communications between the relevant Customers and Offering Companies and assist Customers with different recovery options, provided; however, all costs (if any) in connection with any such recovery efforts shall be borne by the Customer, which costs shall be pre-approved by Customer.
- Shareable Asset conducts due diligence on each Offering Company for debt structure (“Issuer DD”) and asset owner for equity structure (“Project DD”) prior to listing. Issuer and Project DD include, but not limited to, know-your-client (“KYC”), Anti-Money Laundering (“AML”) and Countering Financing of Terrorism (“CTF”) checks on the Offering Company/Asset Owner and its beneficial owners, good standing status, litigation matters, applicable licenses, statutory records of the Offering Company. Project DD includes, but not limited to, review of project offering documents, project financials, marketing and sales information, investment structure and any underlying supporting documents. We have made every effort to make sure that all the information provided by each Offering Company/ Asset Owner is true and accurate, however, we shall not be held liable for any intentional misrepresentation or fraud on the part of the Offering entity. Prospective investors should perform their own due diligence and seek advice from an independent legal, tax or financial advisor,

where necessary, to determine the suitability and appropriateness of an investment prior to making an investment decision.

- Subject to Shareable Asset's approval in each case, which approval shall be in Shareable Asset's sole discretion, a fundraising campaign may be initiated by Shareable Asset on behalf of the Offering Entity. Shareable Asset does not guarantee that a campaign will be funded or successful, or that a fundraising campaign will remain open for funding for any guaranteed amount of time. A fundraising campaign may be terminated or cancelled at the discretion of the Offering Entity, or by Shareable Asset for violation of these Terms of Use or in connection with any other governing agreements between the Offering Entity and Shareable Asset, or for any reason and at any time by providing prior notice to the Offering Company.
- Shareable Asset will review a campaign's progress with the intent that if the campaign warrants, Shareable Asset may at its discretion extend the campaign for additional time periods, which the extension shall commence concurrently from the initial listing date. In the event that Shareable Asset commence with the extension, it shall deliver notice to you in the form of electronic communications.
- The rental yield quoted on the asset listing is net of property service and management charges. However, as a Special Purpose Vehicle (SPV) will be incorporated to own the property, the SPV will incur incorporation expenses, audit fees, director, custodian/escrow agent fees, etc and is liable for corporate tax, if applicable. The SPV expenses and obligation costs will be deducted from the project's fundraised amount. The dividend to be distributed to investors will be net of these SPV expenses and obligations.
- The legal documents such as land title deed will take 2-3 months to process depending on jurisdictions.
- All investments are subject to customer due diligence ("CDD") checks and onboarding, which include KYC, AML and CTF checks of prospective investors. We are required to obtain, verify and record information that identifies natural persons, legal entities and source of funds prior to allowing any prospective investors to invest into any project on the platform for the first time. You are deemed a "Customer" upon verification of your Registration Data and approval of your first investment into a project which was facilitated through the Shareable Asset platform. You may be required to update such information and any Registration Data prior to any subsequent investment. We reserve the right to investigate any suspicious transactions and to request documentation to confirm authenticity and accuracy of any information you provide to us. Your account may be rejected, restricted or closed if Shareable Asset cannot verify such required information. Any information you are required to provide Shareable Asset during the registration and approval process will be handled in accordance with the Privacy Statement.
- Unless the context otherwise requires, the following words in SA Platform shall have the following meanings:
- **Asset Price.** Purchase price of the asset.
- **Transaction Cost.** Include stamp duty, SPV set-up fees and bank charges.
- **Gross Yield.** When guaranteed by developer, is the percentage of return over the purchase price of property. Purchase price of property excludes stamp duties and legal fees.
- **Net Yield.** Gross yield minus all charges incurred in maintaining the property, expenses incurred by SPV owning the property and government related charges.
- **Platform Annual Fee.** Annual administrative charges levied by SA.
- **Escrow.** Vistra CM Services Ptd. Ltd appointed for safeguarding the investors' funds.
- **Legal.** Solicitor as SA may designated for handling legal documentations.
- **Operation.** Asset owner or operator for managing the particular property asset.
- Offering Companies are obligated to provide ongoing administration and communication directly with the Customers who have invested into their projects in the event of cessation of the Shareable Asset business. All registered Users will have the opportunity to download all documents and files stored on the Shareable Asset Site and will be provided adequate notice prior to cessation of business.

### **3. Instructions relating to the Real Estate Investment Service**

- SA is not obliged to act on any of your Instructions or enter into any Transaction with you for any reason and without giving any reason therefor and SA shall not be responsible for or liable to you whatsoever as a result of such refusal to act, including but not limited to if: (i) any Instructions are, in SA's opinion, incomplete, unclear, conflicting, ambiguous or inconsistent with any other Instructions; (ii) any Instructions might cause SA to contravene any Applicable Laws (whether or not having legal and binding effect); (iii) SA has any doubt on the authenticity, clarity or completeness of the Instruction; and (iv) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by SA from time to time. We may make a profit from a transaction with you no matter what result the transaction has from your point of view.
- SA will not accept orders by phone, fax or email. All orders MUST be entered via our Platform.

### **Schedule C - Fractional Bond Investment Business Terms**

#### **1. General**

This Schedule shall govern your use of and access to the Platform for the purpose of utilising the Fractional Bond Investment Service. These Fractional Bond Investment Business Terms shall form part of the Agreement.

All capitalised terms which are not defined in these Fractional Bond Investment Business Terms shall have the same meaning as in the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement on the one hand and the provisions of these Fractional Bond Investment Business Terms on the other hand, the provisions of these Fractional Bond Investment Business Terms shall prevail to the extent of such conflict or inconsistency.

#### **2. Scope of Fractional Bond Investment Service**

- While information may be shared with you by Associates of SA, it is to be used solely for educational purposes. SA and its Associates and representatives or other Delegates appointed by it, do not make recommendations or solicitations, or offer tax advice or investment advice under the Trading Service.
- You acknowledge that all trading tools and materials available on the Platform are to be used only for information and educational purposes. You further acknowledge that any examples included with or given in relation to such tools are also for educational or instructional purposes. SA makes no warranties to the accuracy of these trading tools nor to any conclusions derived from or investment decisions based on information provided by such trading tools.
- You hereby agree and acknowledge that as the Platform is online and execution only, SA will act on an execution only basis and will not be providing any financial advice to you in relation to any Authorised Investment.
- SA is not a fiduciary to you nor does SA take on any fiduciary obligations in relation to any Authorised Investments. SA does not and is not willing to assume any advisory, fiduciary or similar or other duties or act as investment adviser to you. SA strongly encourages you to take independent advice before purchasing, subscribing, disposing of, or entering into any Authorised Investments.
- You acknowledge that past performance of any Authorised Investments or class of investment products is no indicator of future performance. In addition, and without prejudice to the generality of the foregoing, you agree and acknowledge, and you represent and warrant to SA (and SA relies on such representations and warranties) that:
  - you are aware that SA does not hold out any of its agents, nominees, directors, officers, or employees as having any authority to advise you;
  - SA does not purport to advise you on any financial product or investment;
  - you are acting for your own account and have made your own independent decision to enter into

Transactions, and you are not relying on any communication (written or oral) of SA as investment advice or as a recommendation to enter into any Transaction (it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction);

- SA does not provide advice with respect to any legal or tax ramifications of any financial product or investment and you shall obtain your own appropriate tax, legal, financial or other advice from an independent tax, legal or financial adviser;
- SA's making the Platform available to you should not be taken to constitute a recommendation and/or an endorsement of any financial product or investment, any form of advice or a determination of suitability of any financial product or investment for you by SA or its representatives, or any representation in respect of any financial product or investment;
- you are aware of the risks associated with any investment undertaken by you, and you are fully aware and accept that you will be solely responsible for determining the merits and suitability of each and every Transaction;
- you have not obtained from SA any guarantee or assurances as to the profitability, performance, and/or results of any financial product or investment;
- SA shall not be held responsible in any way whatsoever for the performance of any financial product or investment which you have chosen to subscribe for, including any losses which you may incur in your investment in the financial product;
- SA has not and will not authorise its employees to provide any representations on any investment, or any assurance or guarantees (orally or in writing) on the performance of any financial product or investment for the purpose of encouraging you to subscribe or purchase interests in any investment;
- any information given to you regarding Authorised Investments or any other investment products is incidental to SA's brokerage business and shall be for informational purposes only; and
- if you require financial advisory services in relation to any financial product or investment, you shall obtain appropriate financial advisory services from an independent financial adviser.
- SA does not provide market data, research and/or any analysis relating to the Investments beyond the statement of facts that are made available on our Platform. While SA strives to ensure that any such information provided is accurate, SA does not guarantee the accuracy and/or completeness of any such information available on our Platform and/or third-party sources that we may direct you to.

### **3. Orders and instructions relating to Fractional Bond Investment Service**

- SA acts solely as principal in executing transactions relating to the Fractional Bonds and will act as counterparty in executing all transactions involving such products. SA does not and will not facilitate such transactions as agent by forwarding client orders to third party intermediaries.
- You hereby irrevocably and unconditionally consent to SA's acting in such capacities or position of conflict and hereby authorise SA to continue to enter into such transactions for you without prior notice before executing your Instructions and despite SA acting in such capacities or position of conflict. You confirm that notwithstanding any such conflict of interest and any remuneration, profits, fees, commissions, rebates, discounts, or other benefits or advantages (whether financial or otherwise) which SA may make or receive in respect thereof, you will have no claim against SA for, and SA shall be entitled to retain and shall have no obligation to disclose to you or any other Person (and you or any other Person shall not be entitled to ask for disclosure of) the fact or amount of any monetary gain or whatsoever. You also agree that SA will not be responsible for any losses including loss of profit, or damage which may result from any such conflict.
- SA provides indicative prices for the Fractional Bonds which are derived based on market prices and SA's internal price models. Such data may include lagging prices that do not reflect real-time transacted prices on the market. You acknowledge and agree that all prices shown on our Platform are indicative only and may differ from actual transacted prices based on market conditions. While SA strives to provide quotes that reflect real market prices as close as possible, SA reserves the right to set

- prices at its discretion in executing any transactions that you may enter with us.
- You agree that SA may transact, purchase, or sell any Fractional Bonds for you at a single price or rate quoted to you which includes part of SA's and any of its agents' fees, charges or commissions, payment of which will be deducted from such price or rate.
- The Fractional Bonds held by you are not transferable to any other brokers or persons. Any transactions of the Fractional Bonds can only be done exclusively with SA acting as principal.
- SA is not obliged to act on any of your Instructions or enter into any Transaction with you for any reason and without giving any reason therefor and SA shall not be responsible for or liable to you whatsoever as a result of such refusal to act, including but not limited to if: (i) any Instructions are, in SA's opinion, incomplete, unclear, conflicting, ambiguous or inconsistent with any other Instructions; (ii) any Instructions might cause SA to contravene any Applicable Laws (whether or not having legal and binding effect); (iii) SA has any doubt on the authenticity, clarity or completeness of the Instruction; and (iv) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by SA from time to time. We may make a profit from a transaction with you no matter what result the transaction has from your point of view.
- SA will not accept orders by phone, fax or email. All orders MUST be entered via our Platform.

#### **4. Payment of Interest**

Investments which pay interest will declare a record date to establish entitlement for such payment. SA shall claim all amounts in respect of interest pertaining to your Investments held in custody which are known to SA to be payable. Such amounts shall be paid to you or held in a segregated trust account with SA as and when they are actually received, but neither SA nor its Delegate shall be responsible for claiming any other distribution or entitlement or benefit you may have on your behalf, or for taking up or exercising any conversion rights, subscription rights or other rights of any nature, dealing with takeover or other offers or capital reorganisations. SA and/or its Delegate may execute in your name whenever it deems it appropriate such documents and other certificates as may be required to obtain the payment of income from your Investments or the sale thereof.

#### **5. Voting Rights**

- SA reserves the right to vote, to give instructions or to give consent on your behalf at any bondholders' meetings or events conducted pertaining to the Fractional Bonds. You acknowledge and agree that you do not have any direct or indirect voting rights in relation to the Investments.
- SA shall not be required to inform you of the dates on which any bondholders' meetings of the Fractional Bonds, nor of the items on the agendas of such meetings, nor of any notices, proxies, or proxy soliciting materials in relation to such Investments.

#### **6. Custody Arrangements**

- Pursuant to Applicable Laws, custody of the Assets (including monies) will be carried out through an appropriately licensed custodian regulated to deal in securities and perform custodial services and where the Investments or assets are denominated in a foreign currency, the Investments may be held with an entity which is licensed, registered or authorised to act as a custodian in the country or territory where the Assets are held (the "Custodian").
- You acknowledge that the Investments and any cash balance may be held in SGD and/or USD terms (or such other currencies as SA may deem appropriate) for cost efficacy.
- Without prejudice to any other provision in this Agreement, you agree that:
  - the Custodian may hold Investments purchased for you in an omnibus account with another

- Intermediary aggregated with other Investments of other customers; and
- your Investments may be treated as fungible with other Investments in the omnibus account and therefore, we are not obliged to deliver any specific Investments to you and may instead sell the Investments at your expense and transfer the credit balance to your Account.
- You also acknowledge and consent to the fact that there is a risk that such Brokers may regard any Investments which we purchase on your behalf, as investments which we purchase for ourselves. This may in some instances result in prejudice to you. For example, there is a risk that your Investments may potentially be used by the Brokers to satisfy our obligations or obligations of our other customers. You accept that this is a necessary risk of dealing in such jurisdictions through us.