

TERMS AND CONDITIONS

THIS IS AN IMPORTANT LEGAL DOCUMENT

Please read this Agreement carefully. You, the Customer, are advised to fully understand your obligations and risks under this Agreement. If you have any concerns with this Agreement, consult a lawyer before entering into this Agreement.

By using any of the Services provided by Capital Match Platform Pte. Ltd. ("Capital Match"), entering into any transactions or registering and/or logging into the Platform, you have agreed to be bound by the terms and conditions of this Agreement and have entered into a legally binding agreement with Capital Match.

This Agreement comprises (1) these Terms and Conditions; (2) Terms of Use; and (3) Capital Match Personal Data Notice available on the Platform, as may be amended, supplemented and/or substituted from time to time.

All access and use of the contents on the Platform and Services shall be governed by this Agreement.

1. GENERAL

- 1.1 The terms defined in Clause 22 and elsewhere in these Terms will have the meanings therein specified for the purpose of these Terms. Any reference to a Clause in these Terms is a reference to a Clause of these Terms.
- 1.2 In these Terms, any reference to any legal entity or individual person includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees. Expressions in the singular form include the plural and vice versa.
- 1.3 No rule of law or interpretation to the effect that an ambiguity in a document is to be construed against the party drafting or preparing a document shall apply in respect of these Terms.
- 1.4 Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).
- 1.5 The headings used in these Terms are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms.

2. SERVICES AND DISCLAIMERS

- 2.1 The Customer agrees that the use of the Platform and Services shall be extended to the Customer in accordance with this Agreement or such other terms and conditions as Capital Match may notify the Customer from time to time and at any time.
- 2.2 The Customer agrees that Capital Match shall be entitled at its absolute discretion to cancel, withdraw, restrict, suspend, vary or modify the use, features and/or facilities of the Platform and Services (whether in whole or in part) and to vary or modify this Agreement or such other terms and conditions (whether in whole or in part) at any time from time to time without notice and without giving any reason therefor and Capital Match shall not be liable to the Customer for any loss or damage as a result thereof.

Capital Match Platform Pte. Ltd. (Co. Reg. No. 201501788H)

- 2.3 Capital Match shall not be liable for acting upon any instructions from the Customer in good faith. Such instructions shall be deemed irrevocable and binding upon the Customer upon Capital Match's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions.
- 2.4 Capital Match does not in any manner warrant to any and all Customers that a Customer's request can or will be fulfilled. These Terms and the membership of any Customer of the Platform do not in any way constitute an obligation on Capital Match to provide any of the Services or constitute a warranty by Capital Match that such Services will be available.
- 2.5 Customer understands and acknowledges that:
- i) Capital Match is neither licensed or regulated by the Monetary Authority of Singapore nor licensed or regulated by the Registry of Moneylenders. None of the Services that Capital Match provides are intended to be or should be construed as an activity that would require licensing or regulation under any laws of Singapore; and
 - ii) none of the products sold or Services provided by Capital Match are insured by any government agency and there is no voluntary or compulsory scheme in which Capital Match is a member which compensates the Customer in the event Capital Match becomes unable to satisfy claims in relation to the products or Services.
- 2.6 The content and material available on the Platform is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy, sell, subscribe or dispose of any investments, securities, any other financial services, financial instruments or banking product. Capital Match does not and will not assume any advisory, fiduciary or similar or other duties or act as investment adviser to Customer. The Customer should not rely on any information contained on the Platform in making an investment or other decision. Capital Match assumes, and relies on the assumption, that Customer has taken or will take the necessary independent legal, tax, financial or other advice in connection therewith. Nothing contained in the Platform constitutes or should be construed to constitute investment, legal, tax or other advice.
- 2.7 Capital Match shall have the right, but not the obligation, to appoint third parties to exercise the rights of Capital Match, or perform such obligations and/or functions of Capital Match under this Agreement, on such terms as may be agreed between Capital Match and such third party from time to time and at any time. Evidence of such appointment will, at the request of the Customer, be provided to the Customer. Notwithstanding anything herein, the Customer acknowledges that the use of the Platform and the Services involves risks, including without limitation, the risk of the Platform discontinuing its services. Capital Match shall in no manner be responsible for the conduct of any Customer and shall not be liable for any action (including harassment) or proceedings taken by any Customer against any other party.
- 2.8 The Platform, and any information on the Platform, marketing material or any documentation that Capital Match prepares is provided without any representations or any kind of warranties whatsoever (whether express or implied by law). Capital Match expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, updatedness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Neither Capital Match, nor any of its directors, officers, employees, members, representatives, affiliates, agents, parent(s), subsidiaries, successors and assigns shall have any liability whatsoever for any expenses,

losses or damages arising out of or in connection with, whether directly or indirectly, the functionality, operability, accessibility, accuracy, correctness, reliability, updatedness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose (or lack thereof) of the Platform and the use of or reliance on all or any part of the information contained in this Platform, marketing material or any documentation that Capital Match prepares.

- 2.9 Capital Match shall use reasonable efforts to ensure that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free, the Platform or its contents are free of infection by computer viruses, and that defects will be corrected as soon as practicable. Notwithstanding and without limiting the foregoing, the Customer agrees that Capital Match shall not be liable for any loss or damage which the Customer may suffer as a result of the Customer's use of or failure to obtain the Services (including without limitation any unsuccessful attempts to purchase products, transfer funds, make payments, failure to access accounts, or automate investments). In particular, Capital Match shall under no circumstances be liable if the Platform or Service is unavailable, limited or affected in any way for any reason whatsoever including power or other failure. Capital Match does not warrant that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer viruses, and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any software or content of Platform in or with any computer will not affect the functionality or performance of the computer. The Customer shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the Platform at the Customer's own risk and expense. The Customer shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorised use or access) of any software and/or equipment used by the Customer in connection with the Platform or Services. Further, the Customer (and not Capital Match) shall assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in the computer. The Customer agrees not to hold Capital Match liable for the loss of any of the content in its computer and/or equipment, or for the deletion or failure to store any content maintained or posted by or through the Platform.
- 2.10 Other websites may contain links to the Platform. Capital Match has no control over such sites and resources, and the Customer acknowledge and agree that Capital Match is not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Capital Match disclaims all responsibility and liability, direct or indirect, for any damage or loss (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at the Customer's own risk.

3. PERSONAL DATA PROTECTION

- 3.1 Customer hereby agrees that Capital Match may collect, store, process, disclose, access, review and/or use personal data (including sensitive personal data) about Customer, whether obtained from Customer or from other sources in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore). Customer understands, acknowledges and agrees to the Capital Match Personal Data Notice as attached hereto.

4. RECEIVABLES FINANCING SERVICES

- 4.1 When you apply for cash advance collateralized by outstanding invoices (“**invoice financing services**”) or outstanding purchase orders (“**purchase order financing services**”) (together, “**receivables financing services**”) with Capital Match, you are giving Capital Match express permission to conduct assessments on yourself and your debtors and to contact any relevant authorities or private companies to ascertain, verify and confirm relevant information about you and your debtors, including but not limited to any legal, operational or credit history.
- 4.2 By applying for receivables financing services, you represent and warrant that you have not and will not obtain other financing pertaining to the invoices or purchase orders in respect of your application from another bank or financial institution, which in aggregate (including this financing) would exceed the value of this trade transaction and that the underlying transactions are genuine. You undertake to furnish Capital Match for inspection all relevant original documents in support thereof at Capital Match’s request.
- 4.3 Capital Match will take reasonable care to ensure that information or documents provided by you which is stored or transmitted in relation to receivables financing services is not revealed or disclosed to any third party to any third parties other than where you have given your written consent. However, you authorise us to disclose information relating to you where we are obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where we reasonably think necessary in order to give effect to your application or request.
- 4.4 Upon conclusion of Capital Match’s assessment, Capital Match will inform you of the outcome of the application, and if successful, the proposed terms and conditions of the proposed provision of receivables financing services.
- 4.5 Should you consent to the proposed terms and conditions, Capital Match will proceed to render you said receivables financing services under a relevant receivables financing agreement which you will execute. Please note that your application for receivables financing services is not an offer; it constitutes an invitation to treat.

5. INVESTMENT ACTIVITIES

- 5.1 The investment activities may include but are not limited to entering into receivables financing agreements to which you, the investor has committed to on the Platform (all of which agreements or transactions referred to as “**Financial Agreements**”). **Your principal is at risk and you may sustain a total or partial of the original amount invested.**
- 5.2 As a user registered on the Platform, you, the investor shall then, *inter alia*, be able to:
- i) view a fact sheet in respect of the Financial Agreements; and
 - ii) make offers to enter into the Financials Agreements on the Platform.
- 5.3 In respect of the Financial Agreements, you understand and agree that Capital Match will disclose the identity of the debtors in respect of the relevant invoice(s) or purchase order(s) in the fact sheet but will keep the identity of the clients who have assigned the said invoices or purchase orders confidential. You may, however, review and inspect the Financial Agreements including related notices, reports and other documents, at Capital Match’s office during business hours, upon Capital Match’s receipt of a written request.

- 5.4 Each investor can offer to enter into the Financial Agreements by pledging a minimum of S\$1,000, up to a maximum of the requested amount on the Platform. Offers from Investors will be accepted on a first come first serve basis. Capital Match and/or the Offeror, however, reserves the right to reject your offer to enter into the Financial Agreements. Should any of the investors first considered become subsequently unable to enter into the Financial Agreements, then Capital Match may contact other potential investors who have pledged funds.
- 5.5 Once Capital Match and/or the Offeror accepts your offer to enter into the Financial Agreements, you are obligated to effect the transfer of funds you have pledged on the Platform by way of a cheque, cashier's order or bank transfer to the bank account operated by Capital Match or the Custodian Account, if applicable, and sign, if any, relevant agreements and any related documents to effect such transaction within the stipulated timeframe communicated in writing to the investors by Capital Match. Each investor agrees that failure on its part to effect the transfer of pledged funds within that timeframe or to sign any relevant documents will attract a fee of 1% of the funds pledged, subject to the minimum amount of S\$100. Capital Match reserves the right to waive this fee if it believes that the investor had made an unintentional mistake, or that it was made in extenuating circumstances. By pledging funds to enter into the Financial Agreements on the Platform, you authorize Capital Match or the Custodian, if applicable, to make payments for your pledges to the counterparties of the Financial Agreements from your monies held by Capital Match or in the Custodian Account, where applicable.
- 5.6 The Financial Agreements cannot be cancelled or withdrawn prior to maturity. There is currently no secondary market on Capital Match where facilities or investment products can be sold so you will not be able to liquidate your investments before maturity.
- 5.7 Unless prior written consent is obtained from Capital Match, the Investor is required to and represents that, prior to entering into the Financial Agreements, the Investor has entered into an agency appointment agreement with Capital Match. Capital Match reserves the right to enter into the Financial Agreements on behalf of the Investor as its exclusive agent in respect of the matters including but not limited to the execution of the Financial Agreements and the management and administration associated with such Financial Agreements. All the covenants, conditions and agreements contained in the agency appointment agreement are hereby made a part of this Agreement to the same extent and with the same force as if fully set forth herein.

6. AUTO FUNDING

- 6.1 Customer may automate their investments with Capital Match by activating the Auto Funding feature on the Platform. On activation of such feature, Customer's funds held by Capital Match or in the Custodian Account, if applicable, will be automatically invested in facilities that meet the investment parameters set by the Customer on the Platform in default amounts of S\$1,000 per facility, unless otherwise set by the Customer on the Platform, except where there is an oversubscription into a facility, whereupon amounts of less than S\$1,000 per facility will be automatically invested.

7. WITHHOLDING TAX

- 7.1 Investors who are non-residents in Singapore (as defined in the Income Tax Act (Chapter 134 of Singapore)) shall obtain a letter from Inland Revenue Authority of Singapore, indicating how much withholding tax, if any is to be deducted from any payment due to said investor.

7.2 If the abovementioned letter is not received, any payment due to said Investor shall be withheld pending receipt of the letter. No interest whatsoever is payable on the payment withheld. Withholding tax as advised by the Inland Revenue Authority of Singapore if any, will be deducted from any payment due to said Investor and the sum deducted shall be remitted to the Singapore Comptroller of Income Tax.

8. REPRESENTATIONS AND WARRANTIES

8.1 Customer makes the representations and warranties to Capital Match as follows:

- i) Customer is of sound mind, legal age and legal competence or is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation, and in good standing, if relevant under such laws, (as the case may be);
- ii) Customer has the legal capacity or the power (as the case may be) to enter into, perform and deliver this Agreement and to perform Customer's obligations under this Agreement and Customer has taken all necessary action to authorise its entry into, performance and delivery of this Agreement;
- iii) the obligations expressed to be assumed by Customer in this Agreement constitute the legal, valid, binding and enforceable obligations of Customer;
- iv) any information contained in or provided by Customer to Capital Match is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated;
- v) there is no action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator (whether pending or threatened) that is likely to affect the legality, validity or enforceability of this Agreement or affect Customer's ability to perform its obligations; and
- vi) Customer is solvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable.

9. FORCE MAJEURE

9.1 Capital Match shall not be in breach of this Agreement, nor be liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to acts, events, omissions, accidents beyond its reasonable control, including but not limited to any of the following:

- i) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- ii) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- iii) terrorist attack, civil war, civil commotions or riots;
- iv) nuclear, chemical or biological contamination or sonic boom;
- v) fire, explosion or accidental damage;
- vi) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- vii) interruption or failure of utility service, including but not limited to electric power, gas or water;

- viii) any labour disputes, including but not limited to strikes, industrial action or lockouts;
- ix) any interruption to the Platform or Services outside the reasonable control of Capital Match; and/or
- x) acts of any government or authority.

9.2 In the event that any such delay or non-performance continues for a period in excess of 120 calendar days, Capital Match shall have the right to terminate this Agreement by giving the Customer fourteen (14) Business Days' notice in writing prior to such termination without affecting any rights accruing prior to such termination.

10. AUTHORISATIONS, ACKNOWLEDGEMENTS AND OTHER OBLIGATIONS

10.1 Customer authorises Capital Match and/or its agents to:

- a) conduct credit checks on Customer;
- b) obtain and verify any information about Customer as Capital Match may in its sole and absolute discretion deem fit and Customer authorises all sources to which Capital Match may apply to provide any information which Capital Match may require in connection with a facility;
- c) disclose any information and/or data relating to Customer and its account(s) and/or credit cards (if any) to Capital Match, or any other information as Capital Match may deem necessary to:
 - i. Watiga Trust as custodian trustee of Investor's monies, if applicable;
 - ii. any of Customer's head office, representative and branch offices and/or any related company or associated company of Customer, in any jurisdiction;
 - iii. any government or regulatory agency or authority;
 - iv. any of Customer's potential assignee or transferee or to any person who has or may enter into contractual relations with Customer in relation to the facility application;
 - v. any credit bureau (including without limitation Credit Bureau (Singapore) Pte Ltd) as well as the members of such credit bureau;
 - vi. any other third parties, service provider, agents or business partners (including, without limitation, credit reference or evaluation agencies) wherever situated for any purpose whatsoever; and
 - vii. any other person to whom disclosure is permitted or required by the Law.

10.2 Customers acknowledge that in relation to the information provided by Customers to Capital Match and/or the custodian trustees appointed by Capital Match, Capital Match and the custodian trustee may rely on such information as being complete, accurate and not misleading or deceptive. Capital Match is not obliged to verify the completeness or accuracy of the information it receives from Customers, although it may validate information provided by Customers using public and privately available information sources.

10.3 Customers must provide us and/or the custodian trustee with all information and assistance reasonably required to perform their respective obligations.

11. INDEMNITY

11.1 Without prejudice to any other provisions under this Agreement, the Customer agrees to indemnify, defend and hold harmless Capital Match and its Officers, members, representatives, parent(s), subsidiaries, affiliates, agents, partners, administrators,

predecessor and successor entities, and assigns (collectively, the “**Indemnified Parties**”) at all times and keep the Indemnified Parties indemnified against all actions, proceedings, losses (whether direct, indirect or consequential), loss of profit (whether revenue or anticipated profits), damages (whether in tort, contract or otherwise) taxes, expenses, costs, claims, demands and liabilities whatsoever (present, future, contingent or otherwise and including legal fees on a full indemnity basis) and howsoever arising, including without limitation claims made by third parties and claims for defamation, infringement of intellectual party rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which may be sustained, suffered or incurred by the Indemnified Parties as a result of, arising from or in connection with the exercise of Capital Match’s rights hereunder, the Customer’s use of the Platform and/or Services, whether or not such access or use was authorised or whether it was due to any act or omission on its part, the breach of this Agreement by the Customer, the violation by the Customer of any rights of another person or entity, any failure to comply with any data protection or privacy laws or the breach by the Customer of any statutory requirement, duty or law.

12. EXCLUSION AND LIMITATION OF LIABILITY

12.1 Neither Capital Match nor any of its Officers, members, representatives, parent(s), subsidiaries, affiliates, agents, partners, administrators, predecessor and successor entities, assigns, contractors and suppliers shall be liable in contract, tort (including negligence or breach of statutory duty), strict liability or otherwise howsoever and whatever the cause therefor for any direct, indirect, punitive, incidental, special, consequential damages, losses, costs, expenses, liabilities of any nature whatsoever, including without limitation, damages for loss of use or data, loss of opportunity, loss of goodwill, loss of profits (whether revenue or anticipated profits) or losses to third parties, suffered or incurred by the Customer as a result of, arising out of or in connection with the use, performance or provision of the Services, the use of the Custodian’s services, if applicable, or of any other third parties including Capital Match, including without limitation the following:

- i) any delay or inability to use the Platform, Services, or the Custodian’s services;
- ii) any delay or inability of Capital Match to collect repayments on the Services to the Customer;
- iii) the Custodian’s provision of or failure to provide its services;
- iv) the provision of or failure to provide the Platform or Services;
- v) any information, data, software, products, services and related graphics obtained through the Platform, Services or from the Custodian;
- vi) any reliance on any statement, opinion, representation or information on the Platform, Services or the Custodian’s services;
- vii) the inability of the receivables financing services related Customers to have its requests for funds fully satisfied through the Platform; and
- viii) otherwise arising out of or in connection with this Agreement.

12.2 In the event that Capital Match is liable for damages, the Customer agrees that Capital Match’s aggregate liabilities to the Customer for any and all damages, losses (whether direct, indirect or consequential) and causes of action (whether in contract, tort, including without limitation, negligence, or otherwise) in relation to, arising out of or in connection with the use of the Platform and this Agreement shall not exceed the total amount of fees and charges paid by the Customer to Capital Match in the six (6) months period immediately preceding the time such liability arose.

13. CONCLUSIVE EVIDENCE

13.1 A certificate issued by Capital Match and signed by any one of the officers of Capital Match as to the monies for the time being due or owing by a Customer and/or their guarantors under any agreement entered into on the Platform shall be final and conclusive of the matters so certified and shall be binding on the Customer and/or their guarantors for all purposes, save for manifest error, but nothing in this Agreement shall preclude the Customer and/or their guarantors from correcting any error or discrepancy in such certificate and issuing a substitute certificate.

14. CUSTODIAN TRUSTEE

14.1 This Clause 14 is applicable only where custodial services are used in conjunction with Capital Match's Services.

14.2 You hereby agree to appoint Watiga Trust to open and operate a custodian account ("**Custodian Account**") for the purpose of holding monies on your behalf and acting as custodian of such monies in accordance with the Custodian Trust Agreement. You agree to be named as a Purchaser listed in schedule 3 of the Custodian Trust Agreement and become a party thereto.

14.3 You hereby agree to pay such service charges, administrative fees, custodian fees, transaction fees and other bank charges and fees whatsoever relating to the Custodian Account as Capital Match shall prescribe from time to time and set out on the Platform. You hereby authorise Watiga Trust to deduct said fees from the Custodian Account.

14.4 In the event of inconsistency between this Agreement and the Custodian Trust Agreement with respect to custodian trusteeship services, the Custodian Trust Agreement shall prevail.

14.5 The Custodian Trust Agreement will be made available by Capital Match to the Customer for the Customer's review and inspection, at the offices of Capital Match during business hours, upon Capital Match's receipt of a written request.

14.6 Capital Match shall not be responsible for the conduct of or be liable for any act, omission, default, breach or the insolvency of the Custodian and/or its agents in providing custodial services, where the Custodian is appointed in good faith.

15. RELATIONSHIP OF PARTIES

15.1 Nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. No party pursuant to this Agreement has authority to enter into agreements of any kind on behalf of the other and no party shall be considered the agent of the other.

16. THIRD PARTY RIGHTS

16.1 A person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore).

17. TIME OF ESSENCE

17.1 It is a fundamental term of the relationship between the parties that the Customer will perform its obligations on time.

18. REMEDIES

18.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a party hereto shall not constitute a waiver by such party of the right to pursue other available remedies. No failure on the part of a party hereto to exercise, and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of any right thereof or of the exercise of any other right.

19. NO WAIVER OF RIGHTS

19.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or exercise of any other right, power or privilege.

20. AMENDMENTS

20.1 Capital Match may at any time give Customer notice of any amendment, variation, revision, supplement or any other change to this Agreement by post, e-mail or such other means as Capital Match shall deem fit. Changes shall take place on and from the date specified in the notice or if no such date is specified, on and from the date of such notice and shall apply to all use of Capital Match's Platform and Services and all financial products and/or structured products offered on the Platform. Without prejudice to the foregoing, the continued use of the Platform and Services after such change shall be deemed as the Customer's acceptance and agreement to the same.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement will be governed and construed in accordance with the laws of Singapore.

21.2 The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore in any matter or dispute arising under or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

22. DEFINITIONS

22.1 **Custodian or Watiga Trust** means Watiga Trust Pte. Ltd., a licensed trust company (Trust Business Licence TC000060-1) incorporated in the Republic of Singapore and having its principal place of business at 3 Jalan Pisang Singapore 199070;

22.2 **Custodian Account** has the meaning specified in Clause 14.2;

22.3 **Financial Agreements** has the meaning specified in Clause 5.1;

22.4 **Indemnified Parties** has the meaning specified in Clause 11.1;

22.5 **Invoice financing services** has the meaning specified in Clause 4.1;

- 22.6 **Law** means all applicable laws, rules and regulation of Singapore where the facility takes place and constitution, rules, regulations, rulings, interpretations, customs, usages, protocols of governmental bodies and self-regulatory organisations;
- 22.7 **Offeror** offers financial products on the Platform;
- 22.8 **Officer** in relation to Capital Match means any director, officer, or employee of Capital Match;
- 22.9 **Platform** means <http://www.capital-match.com/>;
- 22.10 **Purchase order financing services** has the meaning specified in Clause 4.1;
- 22.11 **Receivables financing services** has the meaning specified in Clause 4.1;
- 22.12 **Services** means services provided by Capital Match, which includes but is not limited to receivables financing services;
- 22.13 **SFA** means the Securities and Futures Act (Chapter 289 of Singapore); and
- 22.14 **Terms** means these Terms and Conditions as may be revised, amended or supplemented from time to time, which expression shall where the context so admits, include any one of them.

TERMS OF USE

The following Terms of Use shall apply additionally to Capital Match's Platform. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Terms and Conditions.

1. ACCEPTANCE OF TERMS

- 1.1. Capital Match owns and operates this Platform and our sub-domains.
- 1.2. Your use of this Platform is subject to these Terms of Use. By using the Platform, you are deemed to have accepted and agree to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Platform. Your use of the Platform following changes to these Terms of Use will constitute your acceptance of those changes.

2. ABILITY TO ACCEPT TERMS OF USE

- 2.1. You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

3. PLATFORM ACCESS

- 3.1. You are responsible for all access to the Platform using your internet connection, even if the access is by another person.
- 3.2. We will use reasonable efforts to ensure that the Platform is available at all times. However, we cannot guarantee that the Platform or any individual function or feature of the Platform will always be available and/or error free. The Platform may be unavailable during periods when we are implementing upgrades or carrying out our essential maintenance on the Platform.

4. ACCESS TO PLATFORM OUTSIDE OF SINGAPORE

- 4.1. We make no promise that the materials on the Platform are appropriate or available for use in locations outside Singapore. Accessing the Platform from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Platform from elsewhere, you do so on your own initiative and are responsible for compliance with local laws.

5. YOUR USE OF THE PLATFORM

- 5.1. Your permission to use the Platform is personal to you and non-transferable, and you may not use the Platform for commercial purposes. Your use of the Platform is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:
 - a) Use the Platform for any fraudulent or unlawful purpose;
 - b) Use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;

- c) Impersonate any person or entity, false state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform or express or imply that we endorse any statement you make;
- d) Interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available or violate any requirements, procedures, policies or regulations of such networks;
- e) Transmit or otherwise make available in connection with the Platform any virus, worm or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- f) Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Platform;
- g) Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Platform. If you wish to reverse engineer any part of the Platform to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- h) Remove any copyright, trade mark or other proprietary rights notice from the Platform or materials originating from the Platform;
- i) Frame or mirror any part of the Platform without our express prior written consent;
- j) Create a database by systematically downloading and storing Platform content;
- k) Use any manual or automatic device in any way to gather Platform content or reproduce or circumvent the navigational structure or presentation of the Platform without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

5.2. We reserve the right to revoke these exceptions either generally or in specific instances.

6. THIRD PARTY WEBSITES

6.1. The Platform may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

6.2. You may create a link to this Platform, provided that:

- a) The link is fair and legal and is not presented in a way that is:
 - (i) Misleading or could suggest any type of association, approval or endorsement by us that does not exist, or
 - (ii) Harmful to our reputation or the reputation of any of our affiliates;

- b) You retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so.

6.3. We reserve the right to require you to immediately remove any link to the Platform at any time and you shall immediately comply with any request by us to remove any such link.

7. INTELLECTUAL PROPERTY

7.1. The intellectual property rights in the Platform and all of the text, pictures, videos, graphics, user interfaces, visual interfaces, trademarks, logos, applications, programs, computer code and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.

8. LIMITATION OF LIABILITY

8.1. We provide the Platform on an “as is” basis and make no representations as to the quality, completeness or accuracy of any content made available on the Platform. To the maximum extent permitted by law, we expressly exclude:

- a) All conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
- b) Any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Platform.

8.2. The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under Singapore law or statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

9. COLLECTION OF PERSONAL INFORMATION

9.1. We may collect and use information about you in accordance with our privacy policy. You can view a copy of this policy by clicking on the Privacy Policy link at the bottom of the Platform.

10. DURATION OF TERMS

10.1. These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Platform. If we terminate your access to the Platform you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Platform.

11. GOVERNING LAW

- 11.1.** These Terms of Use will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.

Capital Match Personal Data Protection Notice

Please visit <http://www.capital-match.com/policy.html> for further details on our data protection policy. Your personal data (such as information that identifies you or can be used to identify you, for example your name, date of birth and contact details) is protected by the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore (the “**PDPA**”). This Personal Data Protection Notice explains how we will collect, use and disclose your personal data. In the event of any conflict between this Personal Data Protection Notice (or any portion thereof) and any other data protection policy on the Platform, this Personal Data Protection Notice shall prevail.

How we collect your personal data

- (1) From time to time, Capital Match may collect from (a) you, the Customer (b) third parties, including Relevant Individuals (as defined below) and/or (c) publicly available sources including credit bureaus personal data about the Customer and related parties, including but not limited to the Customer’s beneficial owners, partners, directors, officers or authorised signatories, employees, customers, payors, payees, guarantors, other security providers and other natural persons related to Customer (collectively, “**Relevant Individuals**”). Such personal data may include names, identification particulars, date of birth, contact details and other relevant personal information.
- (2) Information and data may also be generated in the ordinary course of the relationship with Capital Match, for example, through the use of an account on the Platform or when a Relevant Individual gives instructions in respect of the facility in connection with a Customer. Such personal data may include, but is not limited to, signatures, answers to questions intended for security verification, emergency contact numbers or call back contact details.
- (3) Personal data of a Relevant Individual may be processed, kept, transferred or disclosed in accordance with the PDPA.

Deemed Consent

- (4) The Customer will be deemed to have consented (or obtained the consent of the Relevant Individuals) to the collection, use and disclosure of personal data of Relevant Individuals by the Customer’s continued dealing, use of Capital Match’s Services and/or acceptance of the terms and conditions contained herein.

How we use your personal data

- (5) Information and data may be used and disclosed inside or outside Singapore for the following purposes (collectively, “**Permitted Purposes**”):
 - (i) to administer your account with Capital Match and provide Services to you including but not limited to the facilitating of funds for Customers, maintaining accurate “know your customer” information, to verify the identities or authorities of Customers and/or their representatives who contact Capital Match or may be contacted by Capital Match, and to carry out or respond to requests, questions or instructions from Customers and/or their representatives;
 - (ii) to facilitate transactions;

- (iii) to comply with this Agreement and any other terms and conditions as may be stipulated by Capital Match from time to time and at any time;
- (iv) to carry out, monitor and analyse our business;
- (v) to send you marketing material that you have agreed to receive, including but not limited to newsletters sent by us via email, information sent by us about Capital Match's products and Services, including updates on our latest promotions and new products and Services, via email, text message or phone call;
- (vi) as part of any sales, mergers, or similar change of Capital Match's business;
- (vii) to comply with any applicable laws, rules, or regulations in any country; and
- (viii) to detect, prevent and investigate fraud.

Parties to whom Personal Data may be Disclosed

- (6) Personal data may be disclosed to the following entities (inside or outside Singapore) for the Permitted Purposes or any other purposes arising out of or in connection with any Permitted Purposes on a need to know basis:
 - (i) any agent, contractor, or third party services provider who provides banking, remittance, administrative, mailing, telecommunications, call centres, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference checks or securities clearing or other services to Capital Match in connection with the business operations of Capital Match;
 - (ii) any person or entity working for us or is a part of Capital Match's group companies and is under a duty of confidentiality to the disclosing Capital Match entity although only to the extent necessary to fulfil the relevant Permitted Purposes;
 - (iii) any person or entity to whom Capital Match is under an obligation or otherwise required to make disclosure pursuant to any applicable laws, including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities;
 - (iv) any actual or proposed assignee of Capital Match or transferee of Capital Match's rights in respect of the Customer, or all or any part of the assets or business of Capital Match;
 - (v) any party giving or proposing to give a guarantee or third party security to guarantee or secure the obligations of the Customer; and
 - (vi) any credit bureau (including without limitation Credit Bureau (Singapore) Pte Ltd) as well as the members of such credit bureau.
- (7) If you have given false or inaccurate information or we suspect fraud we will record this and may pass this information to fraud prevention and law enforcement agencies.

How long we will keep your personal data

- (8) We will keep your personal data for no longer than is necessary for the Permitted Purposes described in this Personal Data Protection Notice or to meet legal and regulatory requirements.

Your rights in respect of your personal data

- (9) You have certain rights under the PDPA, including the right to access, update or correct the personal data we hold about you or withdraw your consent to the use, collection and disclosure of your personal data (subject to certain exceptions).
- (10) To request access to your personal data, please email info@capital-match.com. We may make a small charge for this service.
- (11) If you have any questions about this Personal Data Protection Notice, or if you wish to access, update or correct your personal data or withdraw your consent to the use, collection and disclosure of your personal data in accordance with this Personal Data Protection Notice, please email info@capital-match.com. Please note that if you withdraw consent, we may still be permitted to hold, use or disclose some of your information as required or permitted by law.