Platform terms and conditions – Singapore
Date: 4th November 2026

These terms and conditions apply to Venturebeam clients in Singapore and (subject to conditions) countries in Asia, whose service provider is Venturebeam Markets Pte. Ltd., incorporated in Singapore.

1. INTRODUCTION

Venturebeam Markets Pte. Ltd. ("**Venturebeam**", "**we**" or "**us**") is regulated by the Monetary Authority of Singapore ("**MAS**") and (1) holds a Capital Markets Services ("**CMS**") licence to conduct the regulated activities of dealing in capital markets products (specifically securities and units in a collective investment scheme) and providing custodial services; and (2) is a Recognised Market Operator ("**RMO**") for the operation of an organised market for capital markets products (securities and units in a collective investment scheme).

All offers of securities and/or units in a collective investment scheme on the Platform are made in reliance on an exemption under Subdivision (4) of Division 1 and/or 2 under Part XIII of the SFA. No prospectus has been lodged with or registered by MAS in respect of any offer of securities or units in a collective investment scheme on the Platform. Additionally, the admission of Issuers to the Platform is not subject to oversight by MAS.

1.1. We operate a private Platform for investment in shares, debt securities, interests in shares and debt securities, and other investments ("**Investments**") as set out in these Terms and Conditions.

1.2. When a person ("**you**" or, where specified, any Investor, Lead Investor, Issuer, Fundraising Company and/or Representative, collectively referred to as "**Verified Service Receivers**" and each separately as a "**Verified Service Receiver**") submits an application to become a Verified Service Receiver on our Platform, you accept and, to the extent appropriate, undertake to comply with these Terms and Conditions, and they form the basis of a binding agreement between you and us consisting of:

1.2.1. these Terms and Conditions,
1.2.2. the fee schedule;
1.2.3. any other applicable agreement concluded with Venturebeam, such as a holding deed or Service Agreement;
1.2.4. any applicable policy including the Privacy Policy and Terms of Use (each available on our Website);

(these documents together being referred to as the "**Platform Agreements**").

1.3. In addition to the Platform Agreements, we may offer services or products or make available Investments which are subject to additional terms and/or documentation. In Singapore, all Services and products are made available only to Accredited, Expert, and Professional Investors.

1.4. With Fundraising Companies and/or Issuer, we will additionally enter into separate terms and these separate terms will prevail as between us and such Fundraising Company and/or Issuer in the event of any inconsistency with these Terms and Conditions.

1.5. Unless otherwise defined in the main body of these Terms and Conditions, the Glossary in the Schedule to these Terms and Conditions sets out the definitions of words and phrases used in these Terms and Conditions and gives the rules for interpreting them.

1.6. These Terms and Conditions are our client agreement with you. Please read these Terms and Conditions carefully and print a copy for your future reference. A link to the latest version of the Terms and Conditions for you to download or print (and the amendment history) will also be available under your account settings.

1.7. We will regard the Platform Agreements as setting out all the terms agreed between you and us with respect to your use of the Platform. If you do not agree with these Terms and Conditions or any aspect of the other Platform Agreements, please do not make any further use of the Platform. Please contact us by e-mail at info@venturebeam.com if you have any questions about these Platform Terms and Conditions and we will endeavour to get back to you within 3 Business Days.

2. REGISTERING AS A VERIFIED SERVICE RECEIVER

2.1. To become an Investor, Representative or Lead Investor you must receive a personal invitation by email. Any body corporate seeking funds can initiate a fundraising application on the Platform.

2.2. To register as a Verified Service Receiver on our Platform, you must:

2.2.1. if you are an individual, be at least 18 years old (unless we specifically agree otherwise), and provide us with the identification documentation we request;

2.2.2. if you are a legal person, not an individual (for example, you are a company or other body corporate or a trust), provide us with such confirmations of status or other documents as we may require; and

2.2.3. with respect to any securities or investments offered by a US-domiciled Fundraising Company and/or Issuer, confirm and agree that you are not a US resident or US person (as defined in Regulation S of the U.S. Securities Act of 1933 - the "**Act**") and are not acquiring any Investments for the account or benefit of any US person.

2.3. By registering as a Verified Service Receiver, you confirm that:

2.3.1. you are not breaching any requirement of applicable law binding on you in the country or state where you are located or resident, and that in particular, you are a resident of a country or a jurisdiction where it is

lawful for you to receive (and there are no restrictions on your receiving) investment information via the Platform;

2.3.2. you have received, read and understood these Terms and Conditions and all of their contents, and you agree to and undertake to be bound by these Terms and Conditions;

2.3.3. if you are a legal person, not an individual (for example, you are a company or other body corporate), you have the appropriate internal and any required external, including regulatory, authorisations to enter into the Platform Agreements; and

2.3.4. you have submitted to Venturebeam accurate and up-to-date data;

2.3.5. you are aware that Venturebeam may have an obligation to provide relevant authorities with information about you and your transactions, and you agree to the disclosure of such information;

2.3.6. you undertake not to use Venturebeam or the Services to pursue illegal objectives and not to exercise your rights in bad faith or for the purpose of causing harm to Venturebeam.

2.4. In addition to clause 2.3 above, by registering as an Investor, you confirm that:

2.4.1. you are an Accredited, Expert or Professional Investor as described by Venturebeam in the relevant step in the Terms and Conditions;

2.4.2. you have read and understood the non-exhaustive risk warnings at clause 12 of these Terms and Conditions as well as those set out on the Platform and are prepared and able to accept the risks of investing via our Platform or based on the information provided in the Investment Offers on our Platform;

2.4.3. except as specifically agreed with us, you invest on your own account and not on behalf of any third party or other Investor. You confirm that, unless we agree otherwise, you are not acting as trustee, broker, investment manager or in any other capacity as a representative of a third party.

2.5. Before we accept you as an Investor, you must provide us with certain confirmations of your status and must answer, to our satisfaction, questions that we ask to ascertain your knowledge, experience and understanding of the risks of investing via our Platform.

2.6. We may, in our discretion, ask further questions or apply other tests in respect of particular Investments.

2.7. You should note that a Lead Investor has specific responsibilities that are set out in more detail in clause 5 of these Terms and Conditions and any other relevant agreements. We will ask additional questions designed to ascertain whether any person attempting to register as a Lead Investor has sufficient skills, experience and other qualities for such a role. Our acceptance of a person as a Lead Investor does not imply any endorsement of the opinions or actions of any such person, and we are not liable for any act or omissions of any Lead Investor.

2.8. It is essential that you, as Verified Service Receiver, provide accurate and truthful information in response to any questions we may ask you and in any declarations which we may ask you to give when you register as a Verified Service Receiver, and you acknowledge and agree to this accordingly. You agree to immediately inform us of any material change to the information provided to us in your application to become a Verified Service Receiver and/or an Investor on our Platform, or by any other means, including any change to your contact details or financial status. If you fail to inform us of any material change to your information, we will not be responsible for any resulting loss or prejudice to you from our continuing to act on the basis of the prevailing information in our records.

2.9. Subject to Applicable Law, we may in our discretion refuse to allow you to use the Platform and/or may refuse to make certain Investments available to you and shall not be obliged to give any reasons for our refusal, and you acknowledge and agree to this accordingly.

2.10. We may make such further enquiries or obtain such further documents in connection with your application to use the Platform as we consider appropriate (including any that are referred to in clause 16).

2.11. You must keep any Security Details required to access the Platform safe at all times and you agree that you will not disclose them to any third party. You must tell us immediately if there is any breach of security, loss, theft or unauthorised use of the Security Details. You will be responsible for any use of the Security Details, and any losses, charges or fees arising from such use, where you have allowed another person to use them deliberately, negligently or in breach of these Terms and Conditions. We will not be liable for any losses arising from any unauthorised use of the Security Details, and you undertake to indemnify us against all damages, claims, liabilities, costs and expenses which we may suffer or incur as a result of any unauthorised use of the Security Details or Platform Agreements.

2.12. You agree to comply at all times with all Applicable Law.

3. CATEGORISATION OF ACCREDITED OR EXPERT OR PROFESSIONAL INVESTORS

3.1. Under the conditions of our CMS licence and RMO recognition granted by MAS, in respect of investors in Singapore, we will only accept applications from Accredited, Expert or Professional Investors. By accessing the Platform and using the Services, you represent and warrant on a continuing basis that you are an Accredited, Expert or Professional Investor.

3.2. Where you have been previously classified in such a category, you must inform us of any changes in your circumstances that might affect our categorisation of you.

3.3. Where we reasonably consider it appropriate in accordance with your application and submitted documentation, we may propose a different categorisation to you, which may affect your access to our Platform.

3.4. You may also request a different categorisation. We will consider any request to be categorised differently but are not obliged to agree to any change in how we have categorised you.

3.5. Venturebeam may require any person to provide information, or ask such person questions, for the purposes of Venturebeam's assessment and categorisation as an Accredited Investor, Expert Investor or Professional Investor, including requiring information as to such person's knowledge, experience and understanding of the risks of any iInvestment activity. Where Venturebeam requires such information from or asks such questions of a person, that person must provide all information, and answer all questions Venturebeam may put to them, fully and truthfully.

3.6. Any person must promptly inform Venturebeam of any circumstances that might affect their categorisation.

3.7. Where Venturebeam has correctly categorised a person as an Accredited Investor, Expert Investor or Professional Investor, Venturebeam is entitled to assume that such person has the necessary level of experience and knowledge to understand the risks involved in any investment service or transaction.

3.8. Where we reasonably consider it necessary due to changes in your circumstances and/or as required by Applicable Law, we may cease to treat you as an Accredited, Expert or Professional Investor, and may limit your access to the Services pursuant to clause 17.5 and/or terminate or suspend these Terms and Conditions in accordance with clause 17.

4. SERVICES PROVIDED VIA PLATFORM

4.1. The Services we provide via the Platform are to enable:

4.1.1. Fundraising Companies to raise funds;
4.1.2. Investors to view or invest in Investments;
4.1.3. Fundraising Companies or other client companies to apply for impact and business screening as part of the Issuer screening process to determine whether they may be approved for fundraising (for avoidance of doubt, currently this service is provided by Venturebeam Technology OÜ);
4.1.4. Venturebeam to provide custody services, under which it holds the securities as nominee for and on behalf of Investors;
4.1.5. the provision of other services via the Platform.

4.2. Where you are registered and verified as an Accredited or Expert or Professional Investor, you may view full information about Investment Offer available to you on our Platform.

4.3. Each Investment Offer will normally proceed through the following stages:

4.3.1. **Lead Sourcing** – If an off-Platform Lead Investor has not already been selected, Venturebeam will present the approved Investment Offer to Investors who may be suitable to act as Lead Investor, based on their investment profiles and expressed preferences. An Investor may submit an offer to become the Lead Investor, including proposed terms of the Investment Offer on which it would invest and on which the Fundraising Company could offer the Investment to other Investors. The Fundraising Company may negotiate the proposed terms with any such Investor and accept or decline any offer. Following that selection, the Fundraising Company will present the Investment Offer to other Investors on the agreed terms during the Follow On stage. If an off-Platform Lead Investor has already been selected, the Investment Offer will proceed directly to the Follow On stage.

4.3.2. **Follow On** – The Investment Offer will be presented privately on the Platform to selected Investors. Investors may submit non-binding indications of interest, which do not constitute commitments to invest. The Fundraising Company and/or Lead Investor may use these indications to assess demand and finalise the terms on which final offers may be made. The Investment Offer Materials and terms presented at this stage may be preliminary or limited and remain subject to confirmation if the Investment Offer proceeds to the Closing stage.

4.3.3. **Closing** – The Fundraising Company has sole discretion to determine which Investors will receive a final offer. The final Investment Offer Materials and terms will be made available to the selected Investors. Any commitment to invest will become binding only in accordance with the applicable Subscription Agreement and any other applicable investment documentation executed outside the Platform.

4.4.The Investments made available to the Investors via the Platform may include:

4.4.1. **Nominee structure** – shares in the Fundraising Company are held in custody for you by us or another nominee in accordance with the terms set out in clause 7;

4.4.2. **A direct Investment structure** – you will be registered directly as a shareholder or bondholder or will otherwise have a direct relationship with the Fundraising Company or Issuer of the Investment. However, Follow On and other related stages will take place on the Platform; and

4.4.3. **Such other Investments** (which may include funds or collective Investment undertakings) as we may specify.

4.5. If you choose to invest, you will be required to enter into one or more investment agreements (as agreed between the Investors, Lead Investor and Fundraising Company) relating to your Investment. If the terms of any investment agreement are inconsistent with these Terms and Conditions, these Terms and Conditions shall prevail in relation to all matters relating to your use of the Platform and the Services, including Platform access and processes,

client money, custody and nominee arrangements, on-Platform transfers and restrictions, data and confidentiality, fees and charges, statements and communications, amendments and termination, and governing law and jurisdiction, and the investment agreement shall prevail solely for Investment-specific economic, commercial, corporate and securities terms between the Investor and the relevant Issuer/Fundraising Company.

4.6. Before making any Investment, you may be required to answer further questions relating to your investment knowledge and experience and may be required to agree to specific documentation relating to that Investment.

4.7. We will comply with regulatory requirements and applicable laws in relation to any information or material posted to the Platform, including taking reasonable care to ensure that it is clear, fair and not misleading. However, where information or material is posted to the Platform by Fundraising Companies or Lead Investors, you agree that we shall not be responsible or liable if any such information or material is inaccurate or incomplete in any respect, nor for any actions you take or do not take based on, or in reliance upon, such information or material.

4.8. **Neither we nor the Lead Investor provides any advice on the merits of investing in any Investment made available via the Platform or makes any personal recommendation to any person concerning an Investment via the Platform. Accordingly, you should not regard any written or oral communications from us and/or the Lead Investor as investment recommendations or financial advice, or as expressing our and/or the Lead Investor's view on whether a particular Investment is suitable for you or meets your financial objectives. You must rely on your own judgement for any decision you make in relation to subscribing for or purchasing Investments via the Platform. You should seek such relevant advice as is appropriate in your circumstances.**

4.9. Provided that Venturebeam acts as custodian, we shall act on authorisation instructions given in accordance with the letter of authorisation duly executed by you and received by us (if any), and we shall continue to act in accordance with such authorisation instructions until we actually receive notice of any change in such instructions in accordance with clause 21 and in such form as we may specify. We may verify and satisfy ourselves as to the identity of the person purporting to give an instruction using the relevant function (such as Wallet) on the Platform, or the source and origin of such instruction, and we may refuse to rely on or act upon any such instruction if we are not satisfied as to the matters on which we sought verification. We shall only act on instructions in respect of your Wallet (or any other such relevant function) or any part of the funds and Investments held in your Wallet, and we shall not be required to act in accordance with any instruction that purports to dispose of or deal with any funds or Investments that are not held in or to the credit of your Wallet. Where any instruction is ambiguous or inconsistent with any other instruction, we may contact you for the correct interpretation of such instruction. You are solely

responsible for ensuring that instructions are accurate, truthful, complete and not inconsistent with any other instructions.

4.10. We will use reasonable endeavours to ensure that the Platform can normally be accessed for use in accordance with these Terms and Conditions. However, the Platform may fail to work properly or at all, or our premises may suffer from power failure. As such, we do not warrant that the Platform will always be accessible or usable, or that access will be uninterrupted or error-free. You accept and agree that the availability of the Platform may be affected during scheduled or unscheduled maintenance as determined and notified via the Website by Venturebeam.

4.11. You as the Investor undertake that you will not, without our prior written consent, create, arrange or allow for the creation of any right, charge, security interest, lien, claim or encumbrance of any kind over any of the Funds and/or Investments recorded in your Wallet, which are held on your behalf by Venturebeam.

4.12. With respect to a US domiciled Fundraising Company and/or Issuer;

4.12.1. all offers and sales of securities or investments prior to the expiration of the distribution compliance period specified in paragraph (b)(2) or (b)(3) of Rule 903 of Regulation S under the Act, as applicable, shall be made only in accordance with the provisions of Rule 903 or 904 of Regulation S, as applicable; pursuant to registration of the securities under the Act; or pursuant to an available exemption from the registration requirements of the Act; and

4.12.2. such securities or investments will not be offered or sold to a U.S. person, as defined in Rule 902(k) of Regulation S, and hedging transactions with regard to such securities or investments may not be conducted prior to the expiration of the distribution compliance period specified in paragraph (b)(2) or (b)(3) of Rule 903, as applicable, unless in compliance with the Act; and

4.12.3. such securities or Investments contain a legend (via physical certificates or electronic book-entry) to the effect that any transfer is prohibited except in accordance with the provisions of Regulation S, pursuant to registration under the Act, or pursuant to an available exemption from registration; and that hedging transactions involving those securities may not be conducted unless in compliance with the Act; and

4.12.4. by contract and/or a provision in its bylaws, articles, charter or comparable document, it will refuse to register any transfer of the securities not made in accordance with the provisions of Regulation S, pursuant to registration under the Act, or pursuant to an available exemption from registration.

5. THE ROLE OF THE LEAD INVESTOR

5.1. The Lead Investor will be an Investor for a specific Investment. The Lead Investor will be selected during Lead Sourcing and must be approved by the

Fundraising Company, unless an off-Platform Lead Investor has been selected prior to this stage. The role of the Lead Investor will be subject to terms set out in this clause 5, in addition to other Platform Agreements.

5.2. The Lead Investor shall:

5.2.1. subject to Applicable Law, assist in facilitating and co-ordinating the Investment, including by helping the Fundraising Company to form a syndicate of Investors via the Platform in accordance with these Terms and Conditions and the other relevant agreements; and

5.2.2. invest the amount of the Commitment, and undertake to Venturebeam, the Venturebeam Nominee and each Investor to comply with its obligations set out in these Terms and Conditions, the Subscription Agreement and any other documentation to which it is party.

5.3. The Lead Investor may use his/her reasonable endeavours to support the Investment Offer investment round and to form the syndicate of Investors via the Platform.

5.4. Subject to the relevant Investors authorisation, the Lead Investor may on behalf of the Investors cast votes in respect of shares which are held for and on behalf of Investor in the custody of Venturebeam Nominee.

5.5. The Lead Investor does not, and shall not, in relation to any Investment on the Platform, (i) make any personal recommendation or provide financial or other advice to Investors where such activities would be regulated activities under the Financial Advisers Act (Chapter 110 of Singapore), or (ii) engage in any activities amounting to regulated activities under the SFA or other Applicable Law, unless being licensed to carry out such activities. If you require professional financial advice, you should seek this from an appropriately licensed financial adviser who specialises in Investments of the relevant kind.

5.6. All fees earned by the Lead Investor in relation to its role as Lead Investor will be disclosed in the Investment Offer Materials.

5.7. The Lead Investor does not act as agent or representative of Venturebeam and has no authority to bind Venturebeam. Subject to Applicable Law, Venturebeam does not accept any responsibility for any actions the Lead Investor may take and/or opinions it may express.

6. CLIENT MONEY AND INVESTMENTS

6.1. Where the option to invest directly via the Platform is available and you choose this option, Venturebeam will acquire the Investment on your behalf using your funds. You must have deposited sufficient funds, using the payment methods specified on the Platform.

6.2. Funds deposited will be held as client money in accordance with the SFA and the SFR. Any amount received in your account (including any dividends, interest or other returns on any Investment) will also be held by us as client money.

6.3. Client money will be held in a trust account, or in any other account into which you direct that client money be deposited. Your client money and that of other clients may be commingled and deposited in the same trust account. You agree to waive and relinquish in our favour any and all entitlement to interest accruing on your client money in such trust account. However, we may, at our discretion, pay you from time to time such portion of any actual interest we receive with respect to client money held in such trust account as we deem appropriate.

6.4. Where we hold client money for you, we will open a Wallet for you. The Wallet will reflect, as appropriate:

6.4.1. client money held for you; and
6.4.2. Investments held by you
(together as the "**Funds**").

6.5. When you agree to invest by transferring funds through the Platform, the relevant amount of client money will be blocked in your Wallet, which means that it may not be used for any other purpose or withdrawn unless the Investment does not proceed.

6.6. Where you have agreed to invest as referred to in clause 6.1 and there are insufficient funds in your Wallet to cover the Investment, you must transfer sufficient funds to your Wallet so that the funds held in your Wallet are equal to or greater than (and in the same currency as) the amount that you have agreed to invest, within the time specified in the relevant Investment proposal. If you fail to do so, we may regard this as a material breach of these Terms and Conditions and terminate these Terms and Conditions in accordance with clause 17.

6.7. If there is a positive balance in your Wallet, you may request that we make a payment to you of such amount. We may however elect to withhold any payment requested, in whole or in part, if:

6.7.1. funds have been blocked in your Wallet pursuant to clause 6.5;
6.7.2. there is any amount outstanding from you to us;
6.7.3. we are required to do so under any Applicable Law.

6.8. If we credit a payment to your Wallet but subsequently discover that the credit was made in error, we reserve the right to (i) reverse any such credit and/or (ii) refuse to proceed with, cancel or terminate any orders or transactions that could not have been placed or entered into via the Platform but for that credit, in the event that you do not separately transfer sufficient funds to your Wallet to meet your obligations under such orders or transactions within such time as we specify.

6.9. Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you made payment to us.

6.10. If there is a negative balance in your Wallet, the full amount of such negative balance is due and payable by you immediately.

6.11. An Investment may not proceed in the event that any of the following occurs:

6.11.1. you have provided or delivered to us, the relevant Fundraising Company, or Lead Investor any incorrect or incomplete information as required under these Terms and Conditions or other applicable Platform Agreements;

6.11.2. any representation you have made under these Terms and Conditions or the applicable Platform Agreement is incorrect or incomplete;

6.11.3. you have breached these Terms and Conditions, the applicable Platform Agreement, or any other obligation owed by you to us or the relevant Fundraising Company or Lead Investor in respect of the relevant Investment;

6.11.4. you have not provided to us or the relevant Fundraising Company or Lead Investor any information or documents requested that any of the foregoing persons considers (in its absolute discretion) necessary or desirable for you to prove your compliance with the applicable Platform Agreement; or

6.11.5. the relevant Fundraising Company no longer needs or wants the funds that you have agreed to invest, in which event you will have no recourse whatsoever against us arising out of the Fundraising Company's decision not to proceed with the Investment in accordance with this clause 6.11.5.

6.12. In the event that any Investment does not proceed in accordance with clause 6.11, any funds that the relevant Fundraising Company has received in respect of such proposed Investment may be returned to your Wallet subject to and in accordance with the applicable Platform Agreement and/or Subscription Agreement.

6.13. In the event that any Investment is oversubscribed, the Investments will be allocated to Investors in accordance with the principles and procedures disclosed on the Platform.

6.14. You agree that where there has been no movement through your Wallet for a period of at least six years (disregarding any payment or receipt of interest, charges or similar items), and we have made attempts but have been unable to contact you at the contact details you have notified to us, you hereby direct and authorise us to cease to treat your money deposited with us as client money, close your account, and transfer ownership of any positive balance in your account or Wallet to a charity or charities (as defined under the Charities Act (Chapter 37 of Singapore)) as determined by us in our absolute discretion.

7. NOMINEE AND CUSTODY ARRANGEMENTS

7.1. This clause 7 governs our provision of custodial services to you (to the extent applicable). For the avoidance of doubt, you shall be deemed to access and use the custodial services where in connection with an Investment made or held through the Platform, you authorise us or a nominee to take possession or custody of, and hold or to otherwise control such Investment on your behalf, whether as nominee on trust for you or otherwise, and give us instructions with respect to the performance of such service. You authorise us to record Investments in your Wallet pursuant to instructions given through the Wallet function on the Platform and to carry out such functions as may be necessary or incidental to the safeguarding or administration of such Investments.

7.2. Where Venturebeam Nominee receives shares and other Investments or assets to be held for your account ("**Client Assets**"), we will hold your Client Assets on your behalf. This will not normally apply if you invest via a direct investment structure.

7.3. We will identify, record and hold all Client Assets separately from any of our own investments and other assets, and in such a way that we can identify the assets at any time.

7.4. You agree that we may, for the purpose of the safe custody of, or control over, your Client Assets denominated in a foreign currency, maintain a custody account or a registration with a custodian outside Singapore that is licensed, registered or authorised to act as a custodian in the country or territory where the account or registration is maintained, and that may be either an Affiliate or a Relevant Third Party.

7.5. Your Client Assets deposited in the custody account maintained by us, an Affiliate or a Relevant Third Party custodian may be commingled with the assets of other Investors. In that event, your interest in the Client Assets may not be identifiable by separate certificates or other physical documents or equivalent electronic records. We will maintain records of your interest in the Client Assets that have been commingled. We will also keep records to show that your Client Assets are held on your behalf and do not belong to us. You will not be registered as the owner of the relevant asset on the records of the issuer of that Investment. Where there is an unreconciled shortfall in assets held (for example in the insolvency of, if a third party holding those assets becomes insolvent) you may share proportionately in that shortfall with other clients.

7.6. Unless otherwise agreed in writing, your Client Assets will, depending on their type, be registered either in your name or in the name of Venturebeam or an Affiliate or a Relevant Third Party custodian.

7.7. If the custody account or registration is maintained with an Affiliate or Relevant Third Party custodian outside Singapore pursuant to clause 7.4, the laws and practices relating to custody accounts or instrument registration in the jurisdiction in which the Affiliate or Relevant Third Party custodian is licensed,

registered or authorised may differ from those applicable in Singapore. Any such differences may affect your ability to recover the assets deposited in such custody account or registered with that custodian, and may have any of the following consequences:

7.7.1. Client Assets held by or registered with an Affiliate or Relevant Third Party that becomes subject to insolvency or any similar proceedings may not be treated in the same way as they would be if they were held by Venturebeam Nominee.

7.7.2. Client Assets held or controlled by Venturebeam but located in a jurisdiction other than Singapore may not be segregated and separately identifiable in the same way as they would be if they were held or registered in Singapore. This means that, in the event of a failure, the Client Assets may not be as well protected from claims made on behalf of general creditors.

7.8. We will not be liable for any losses that you may suffer if any third party becomes insolvent; if an Affiliate or Relevant Third Party custodian with which your Client Assets are held or registered defaults; or if any of your Client Assets held by or registered with an Affiliate or Relevant Third Party custodian are not adequately protected, unless such losses are attributable to our gross negligence or breach of Applicable Law in selecting or retaining that custodian.

7.9. You agree that we may accept instructions from you in respect of the custody services described in this clause 7 that are given through the Wallet function on the Platform.

7.10. The provision of information relating to the custody of Client Assets to Investors, arrangements for claiming and receiving dividends, interest payments and other entitlements accruing to Investors, and the exercise by Investors of rights and powers arising from ownership of the Client Assets, shall be in accordance with the relevant Platform Agreement.

7.11. Any loss or destruction of or any damage to Investments in our custody resulting from circumstances beyond our control shall be borne entirely by you.

8. **RESTRICTIONS RELATED TO TRANSACTIONS**

8.1. Subject to the specific investment conditions, the Platform Agreements and the Services, you may be able to conduct Over-the-Counter transactions ("**OTC**") in relation to Investments held through the nominee arrangement provided by Venturebeam Nominee or otherwise held on the Platform.

8.2. You may not engage in any illegal or abusive trading or commercial practices on the Platform or in relation to other Verified Service Receivers.

8.3. We may, in our discretion, impose daily restrictions on orders placed or transactions (including OTC transactions) entered into using the Platform,

including size limits for transactions or prohibitions on transactions on any given day or for any specified period.

8.4. Subject to the provisions of the applicable Platform Agreements and provided that these securities are held on the Platform (either via a nominee structure or other applicable structure provided by the Venturebeam Group), as an Investor, you agree that:

8.4.1. you shall effect all transfers of Investments only through the Platform and not by any other means;

8.4.2. you shall not transfer the Investments or the rights to the Investments (whether legal or beneficial) to anyone who is not a user of the Platform. Any such transfer shall be null and void, invalid and ineffective, and we and the relevant Fundraising Company shall not be bound to recognise such transfer. You hereby undertake to indemnify and hold us harmless from and against all losses, liabilities, costs (including legal costs and experts' and consultants' fees), charges, expenses, actions, proceedings, claims and demands which we may sustain, incur or suffer as a result of or arising out of any breach of this clause 8.4.

9. CANCELLATION

9.1. You agree that you will have no right to cancel an Investment once you have agreed the terms of a relevant custody holding deed, save as stipulated therein.

10. FEES AND CHARGES

10.1. You must pay fees and charges in the amounts and at the frequency specified in the fee schedule and/or any Platform Agreement, including but not limited to a Service Agreement or holding deed.

10.2. We may deduct fees due to us or any third party or charges incurred by you from any money received in respect of any Investment, money held for you in the client money account or the proceeds of liquidating any Funds that you hold in your Wallet. We reserve the right to retain any such money until all your liabilities under the Platform Agreements have been settled.

10.3. If you have not paid any amount due to us following our first written reminder, you must additionally pay us late payment interest due on a daily basis from the date of our first written reminder until the date on which payment is received in full at a rate equal to the 3-month compounded Singapore Overnight Rate Average plus 8%, together with any costs and expenses (including costs attributable to our internal management time) which we reasonably incur in recovering this amount. The payments contemplated in this clause 10.3 will be payable immediately on demand.

10.4. You are responsible for all costs and expenses we incur as a result of you failing to pay amounts due or your breach these Terms and Conditions including,

without limitation, bank charges, court fees, legal fees and other third party costs we reasonably incur.

10.5. You should be aware that you may also incur fees and charges in connection with your use of a payment service provider or bank. You should check these with your payment service provider or bank. You agree that you will be responsible for all such fees and charges.

10.6. All sums payable under the Platform Agreements are exclusive of Goods and Services Tax or other applicable sales tax, which shall be added to the sum in question. You are responsible for the payment of all taxes, stamp duties, disbursements, costs and expenses that may arise in relation to subscription for, purchase of, trading in or transfer of any Investments.

10.7. Where we are entitled to do so under these Terms and Conditions, we may convert sums denominated in one currency into another currency. We may also perform a notional currency conversion where this is required for valuation purposes. We shall perform such currency conversion or valuation at commercially reasonable rates. We may receive remuneration from the counterparty to any foreign exchange transaction that we enter into in connection with the foregoing. If we have exercised our rights under clause 17 or you have made a payment to us in a different currency from that in which you were obliged to pay us, we may pass on to you any commission or other charges that we incur in any currency conversion we carry out.

11. STATEMENTS AND CONTRACT NOTES

11.1. We will make available to you, on a real-time basis, the particulars of transactions, assets, moneys (provided these are held on the Platform, e.g. Venturebeam Nominee holds the Investments), charges, credits and other matters in the form of electronic records stored in the Wallet on the Platform, and you consent to such particulars being made available to you through the Wallet. We will therefore not provide you with a monthly or quarterly statement of account.

11.2. Notwithstanding clause 11.1, you may request from us a statement of account, and in such event, we will provide you with it as soon as practicable.

11.3. We will give you a contract note in respect of each transaction involving the subscription for, sale or purchase of Investments that you enter into via the Platform. The absence of a contract note will not affect the validity of any such transaction that is recorded as executed on the Platform.

11.4. It is your responsibility to review all particulars which have been made available on the Platform in accordance with clause 11.1, and all contract notes and statements received, to ensure that they are accurate. If you believe that any such particulars available on the Platform, or any contract note or statement received by you, is incorrect because it refers to an Investment which you have

not subscribed for, purchased or sold, or for any other reason, you must inform us immediately.

12. RISKS

12.1. Investing and making transactions via our Platform are inherently risky. Before deciding to invest or trade via our Platform, you agree to consider the risks set out in the Risk Disclosure Statement and in the Investment Offer Materials. You acknowledge and agree that the risks as set out therein are designed to provide a point of reference but may not be exhaustive, and that by proceeding to invest or trade, you undertake to us that you have made your own assessment of the risks involved in investing or trading.

12.2. If you invest via our Platform, you should ensure that such Investment is part of a diversified portfolio, containing different types of investments with varying characteristics and risks.

12.3. You should carefully consider your own tax position and seek appropriate independent advice on the tax consequences of investing via our Platform. Please note that tax treatment depends on your individual circumstances and may be subject to change in the future.

12.4. We will endeavour to answer any questions you may have about the factual and operational aspects of our Platform, but we will not provide investment, financial, legal or taxation advice to any person. If you need advice as to whether any Investment on our Platform is suitable for your personal circumstances, you should consult an independent personal adviser who is experienced in advising on Investments of this kind.

12.5. Expert, Accredited and Professional Investors are assumed to be better informed and better able to access resources to protect their own interests and therefore require less regulatory protection. Investors who are Expert or Professional Investors or who consent to be treated as Accredited Investors therefore forgo the benefit of certain regulatory safeguards. For example, issuers of securities are exempted from issuing a full prospectus registered with the Monetary Authority of Singapore in respect of offers that are made only to Accredited Investors, and intermediaries are exempted from a number of business conduct requirements when dealing with Accredited Investors. Investors should consult a professional adviser if they do not understand any consequence of being treated as an Expert, Accredited or Professional Investor.

13. CONFLICTS OF INTEREST

13.1. There may be situations where there is a conflict of interest or potential conflict of interest between our interests and the interests of a client or between the interests of different clients. An example is that we perform services for both Fundraising Companies/Issuers and Investors.

13.2. We have in place arrangements to take all reasonable steps to identify and prevent or manage conflicts of interest that constitute or give rise to a material risk of damage to the interests of our clients. Details of our conflicts of interest policy are available on our Website.

13.3. By becoming a Verified Service Receiver each client acknowledges and accepts that Venturebeam and/or its Affiliates, individually or taken as a whole, may have conflicts of interest. To the extent permitted by Applicable Law, this acknowledgment is intended expressly to override any duties, obligations or restrictions which would otherwise be implied by Applicable Law.

13.4. If a conflict of interest arises, we shall not be obliged to disclose or take into account any information or other matter which comes to our notice or the notice of any Affiliate or any of our or any Affiliate's employees, directors, agents:

13.4.1. where we reasonably believe that this would be a breach of any duty of confidentiality owed to any person; or

13.4.2. which does not come to the actual notice of the individual providing the service in question.

14. CONFIDENTIALITY

14.1. "**Confidential Information**" means all non-public information made available through the Platform or by other means in connection with any Issuer, Fundraising Company, fundraising, or securities transaction, including transaction, financial, corporate and due diligence materials, communications, and the existence or status of any non-public opportunity.

14.2. Venturebeam shall keep Confidential Information confidential for three (3) years following receipt, and shall use it solely to assess, onboard or provide Services to the Issuer or Fundraising Company, operate the Platform, and facilitate potential transactions. Venturebeam shall not disclose such information to any third party, except to professional advisers or service providers acting on its behalf who are bound by equivalent confidentiality duties, or as required by Applicable Law, or by a court of competent jurisdiction, or a regulatory authority.

14.3. The Investor shall, for three (3) years after accessing Confidential Information, comply with the following obligations and shall ensure that any persons involved in its Investment decision to whom it discloses such information also comply with them:

14.3.1. keep all such information confidential;

14.3.2. use it solely for evaluating a potential Investment transaction;

14.3.3. not disclose it except to persons involved in the Investor's investment decision (including affiliates, professional advisers, investment committee members, partners, employees and Representatives) who need to know it and are bound by equivalent confidentiality duties, or as required by Applicable Law, or by a court of competent jurisdiction or a regulatory

authority, provided that the Investor gives prompt written notice where legally permitted; and

14.3.4. not copy, forward, publish, post, scrape, screen-record, reverse engineer, use for competitive purposes, data-mine or otherwise misuse it, other than as permitted under clause 14.3.3.

14.4. The Terms and Conditions may be amended or terminated without the consent of any Issuer or Fundraising Company, provided that no change shall affect liability for a prior breach or any accrued right relating to Confidential Information accessed before the change takes effect.

14.5. To the maximum extent permitted by Applicable Law, Venturebeam shall not be liable to any Investor, Issuer, Fundraising Company or other person for any breach of clause 14.3, except to the extent directly caused by Venturebeam's own fraud, gross negligence or breach of Applicable Law.

15. YOUR DATA

15.1. With respect to the data submitted by a Verified Service Receiver, you undertake to:

15.1.1. update the registration and profile information and keep it current and accurate;

15.1.2. post through the Platform only content that you own, have created or have clear permission to publish; and

15.1.3. be responsible for the content you upload, post, email, transmit, or otherwise make available on or through the Platform.

15.2. You also acknowledge and agree that subject to Applicable Law:

15.2.1. we do not endorse any Verified Service Receiver's content and are not responsible or liable for any such content, even though it may be unlawful, harassing, defamatory, privacy-invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or may infringe the intellectual property or other rights of another;

15.2.2. we do not have an obligation to pre-screen any content. However, we have the right (but not the obligation) in our sole discretion to refuse, edit, move, or remove any content that is submitted on or through the Platform; and

15.2.3. we have the right to use, process and create derived materials from the content submitted, and we may share such content with third-party service providers to perform these functions on our behalf to facilitate and enhance the Services.

15.3. When acting as a Verified Service Receiver, you agree that some content about you or the syndicate may be made available to the public through our Platform and/or Website.

15.4. When you act as an Investor on the Platform, we may share certain personal data with relevant parties involved in an Investment Offer, including the Lead Investor and the Issuer, strictly to the extent necessary to facilitate your participation in that Investment Offer and to fulfill statutory obligations (e.g., maintenance of the list of shareholders).

15.5. The categories of personal data that may be shared include:

15.5.1. your identification and contact details;
15.5.2. information required for legal and regulatory compliance (including KYC/AML requirements and tax residency status);
15.5.3. details relating to your investment commitments and transactions.

15.6. We do not share data relating to your use of the Platform (such as login activity or document access history) with Lead Investors or Issuers, except where strictly necessary for facilitating Investment Offers, security purposes, fraud prevention, or compliance with applicable legal obligations.

15.7. Depending on the context, we process and share your personal data on the basis of:

15.7.1. the performance of a contract (to enable your participation in Investment Offers);
15.7.2. compliance with legal obligations (specifically AML/CFT and MiFID II reporting requirements); and/or
15.7.3. our legitimate interests in operating, enhancing and securing the Platform, provided such interests are not overridden by your fundamental rights and freedoms.

15.8. Where required by law, we will obtain your consent prior to sharing specific categories of data.

15.9. Lead Investors and Issuers receiving your personal data will act as independent data controllers and are responsible for processing your data in accordance with applicable data protection laws. Issuers are strictly prohibited from using Investor data for marketing purposes unless separate consent is obtained. You may exercise your data protection rights directly with them where applicable. In the event of a breach of data protection obligations by a Lead Investor or Issuer, they shall indemnify Venturebeam for any resulting administrative fines or legal costs.

15.10. For further details on how your personal data is processed, including information on international transfers and retention periods, please refer to our Privacy Policy.

16. FINANCIAL CRIME AND FINANCIAL SANCTIONS

16.1. Venturebeam has obligations under Applicable Law in relation to the prevention of market abuse, financial crime, fraud, tax fraud, bribery, corruption,

money laundering, terrorist financing, drug trafficking and other serious crimes, and in relation to international sanctions.

16.2. Our responsibilities under Applicable Law include obligations to obtain essential information concerning our clients and others with whom we have a business relationship and to make reports to authorities involved in preventing, investigating, prosecuting and enforcing such matters. Such authorities may include financial supervisory authorities, tax authorities and financial intelligence units, etc.

16.3. Each Verified Service Receiver agrees and undertakes promptly to provide any information we may require in relation to the matters set out in this clause 16 or as we may otherwise require under Applicable Law.

16.4. You confirm that you have read the information on our Website about the use of video-mediated identification and verification and agree to its use.

16.5. You confirm that when completing any video-mediated interview with us, you will provide us with true and complete information. Where it is discovered that you have provided incomplete, untrue or misleading information, we reserve the right to terminate our relationship with you all the Platform Agreements.

17. TERM AND TERMINATION (i.e. ending the Terms and Conditions)

17.1. The agreement between us constituted by the Platform Agreements shall continue in force until either party terminates it (i.e. ends it) in accordance with this clause 17.

17.2. You may terminate the Platform Agreements at any time by giving us notice in accordance with clause 21, except for any Platform Agreement whose termination provisions stipulate otherwise, such as a Service Agreement, nominee deed, or any other relevant agreement. You may terminate any such Platform Agreement solely in accordance with its specific terms.

17.3. We may terminate or suspend these Platform Agreements by giving notice to you if:

- 17.3.1. You breach any part of the Platform Agreements (including these Terms and Conditions) to an extent that we would regard as material;
- 17.3.2. You act in breach of any warranty or representation made under these Terms and Conditions or any representation or warranty made by you under these Terms and Conditions and/or any information provided to us in connection with these Terms and Conditions is or becomes untrue or misleading;
- 17.3.3. You cease to be an Accredited, Expert or Professional Investor and/or we cease to treat you as an Accredited, Expert or Professional Investor pursuant to clause 3.8;
- 17.3.4. Any sum due and payable to us is not paid in accordance with these Terms and Conditions or any of the Platform Agreements;

17.3.5. Any litigation is commenced placing you and us in an adversarial position to each other and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;

17.3.6. You become insolvent or liquidation, administration or similar processes are initiated in relation to you;

17.3.7. You use the Services in any of the following ways:

(i) in a way that causes, or is, in our view, likely to cause, the Services or access to them to be interrupted or damaged in any way;

(ii) to send or reuse material which is illegal, offensive, abusive, indecent, obscene, defamatory or menacing;

(iii) to access, use or disclose material in breach of any intellectual property, confidentiality, privacy, data protection or other proprietary rights;

(iv) to transmit material that consists of or contains software, viruses, political campaigning, commercial solicitation chain letters, mass mailings or spam; or

(v) in a way that we consider may cause annoyance, inconvenience or needless anxiety to other users, or damage to our reputation;

17.3.8. We reasonably consider that we are required, or that it is prudent for us, to terminate or suspend these Terms and Conditions under Applicable Law, including but not limited to breach of the obligations stipulated in clauses 15.1.1 and 16.3;

17.3.9. We suspect you have been involved in market abuse, financial crime, fraud, bribery, corruption, money laundering, terrorist financing, drug trafficking or other illegal activities;

17.3.10. You are or become a citizen or resident of any country or territory where we reasonably believe we cannot provide Services (or where doing so may lead to significant detriment to us);

17.3.11. You are an individual and you die or become of unsound mind;

17.3.12. We have reasonable concerns that you do not have a sufficient understanding of the nature of any of the Investments, and/or we believe on reasonable grounds that you are unable to manage the risks that arise from your Investments via the Platform; and/or

17.3.13. There has been no movement on your Platform account for a period of at least six years (disregarding any payment or receipt of interest, charges or similar items), and we have made attempts but have been unable to contact you at the contact details you have notified us.

17.4. You undertake to immediately notify us if any of the events described in clauses 17.3.1 to 17.3.7 occurs or is likely to occur.

17.5. Additionally, if we terminate your Investor status pursuant to clause 3.8, we may (subject to Applicable Law) limit your access to the Services in a way that we only accept instructions for outgoing payments, sales and/or and/or transfers of the Investments and do not permit you to make further Investments or purchases.

17.6. Following termination in accordance with this clause 17:

17.6.1. If you have not submitted the relevant instruction(s) in relation to your Investments within a reasonable time or such time as specified by us, we reserve the right to sell your Investments (provided they are held by Venturebeam Nominee) at the best price that, in our reasonable opinion, can be obtained at that time. The funds from the sale of the Investments shall be delivered to your cash account known to us or, as the case may be, held by us until you send us information about your valid cash account.

17.6.2. You also agree that we may deduct from any proceeds received any sums which we reasonably consider to be due to us under, any of these Platform Agreements (including any amount we reasonably consider to be due to us under clause 10.2) and any reasonable expenses we may incur (including banking fees) in relation to termination.

17.7. Where you are a natural person, in the event of your death, you authorise us to comply with the applicable law governing your estate, which may require us to pay over to the relevant tax authorities, sums due or demanded as tax on client money. We will be authorised to act in accordance with any reasonable instructions given to us by any person(s) acting as your legal representatives following your death, upon production of appropriate identification and authority to act in this capacity. We will not, however, permit such persons to make further Investments and will only accept their instructions in relation to the withdrawal of cash and the sale of Investments.

17.8. Clause 20.6 and the indemnities under clauses 8.4 and 20 shall survive the termination of these Platform Terms and Conditions.

17.9. The Investor is responsible for all administrative and operational requirements to hold or receive such assets including opening personal securities accounts with brokers, central securities depositories or otherwise.

18. AMENDMENTS (changing the Platform Agreements)

18.1. We may change the terms of the Platform Agreements, including these Terms and Conditions, by giving notice to you or by posting the updated and amended version on the Platform.

18.2. We will normally only make changes in the following circumstances:

18.2.1. to reflect changes in the law or regulation which have been made or which we expect to happen;

18.2.2. to reflect changes in external interest rates or currency rates;

18.2.3. to introduce new measures to protect us against fraud or financial crime;

18.2.4. to change our contact details;

18.2.5. to put right any obvious mistakes or omissions in the Platform Agreements, including these Terms and Conditions;

18.2.6. to reflect other legitimate cost increases or reductions associated with providing our Services to you;

18.2.7. to make changes where we reasonably believe that the changes would make the Platform Agreements easier to understand, fairer or more favourable to you;

18.2.8. to reflect what we believe to be overall improvements in how we provide the Services (including to accommodate new technology or systems which we introduce or to reflect changes in the banking, investment or financial system);

18.2.9. to suspend, modify or withdraw any part of the Services where we have concluded in our discretion that it is no longer practical or economically viable to continue to provide it on the basis set out in the Platform Agreements, including these Terms and Conditions.

18.3. We will normally give you 14 days' notice of any change except where we reasonably consider that it is beneficial to you or where it is required by Applicable Law, in which case we may give shorter notice. If you are unhappy with any changes to these Terms and Conditions or the other Platform Agreements, you may terminate these Terms and Conditions within the period of notice (after which you will be deemed to have accepted the changes).

19. EVENTS BEYOND OUR REASONABLE CONTROL

19.1. Neither we nor you will incur any liability whatsoever for any partial or non-performance of any obligations by reason of any Event beyond the Reasonable Control of the relevant party, provided that the relevant party acts reasonably.

19.2. We will use reasonable efforts to mitigate the effect of any Event beyond our Reasonable Control.

20. LIABILITY

20.1. If you are an Accredited, Expert or Professional Investor, you will be liable to us for any loss or damage suffered by us as a directly and reasonably foreseeable consequence of any material breach of any of the Platform Agreements, including these Terms and Conditions, by you or any fraud or wilful misconduct by you.

20.2. If you are not, or cease to be, an Accredited, Expert or Professional Investor, and you access and/or use the Platform in breach of the representation and warranty given in clause 3.1, you will indemnify us for all costs, losses, expenses, claims, damages and charges that arise as a direct or indirect consequence of such access and/or use of the Platform.

20.3. We will only be liable to you for any loss or damage that arises as a direct and reasonably foreseeable consequence of our breach of these Terms and Conditions or our gross negligence, breach of Applicable Law, or fraud. For the avoidance of doubt, we will not be liable for any damage or loss suffered by an Investor arising from the financial performance of any Fundraising Company/ Issuer, unless that damage or loss is the direct result of our gross negligence, breach of Applicable Law, or fraud.

20.4. We will not be liable to you for any indirect, incidental, punitive or consequential damages, loss of business, loss of profits, loss or corruption of data, loss of goodwill or reputation caused by us under the Platform Agreements.

20.5. You waive all rights, claims, actions or proceedings whatsoever that you may have against us for any costs, loss, damage, claims and expenses that you may suffer as a consequence of us acting in accordance with any instructions from you. You undertake to indemnify us and our officers, directors and employees against all damages, claims, liabilities, costs and expenses that any of us may suffer or incur in the course of or as a result of anything done or omitted for the purpose of carrying out any transaction relating to the activities to which these Terms and Conditions apply or for your account, or otherwise complying with your instructions under these Terms and Conditions, and which are not attributable to gross negligence, fraud or wilful default by us or any of our officers, directors or employees.

20.6. Our total liability to you shall in no circumstances exceed S$1,000,000.

20.7. Subject to clause 20.6, our liability to you for any loss or damage arising in connection with any specific Investment shall be limited to the amount you invested.

20.8. Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury, fraud or fraudulent misrepresentation or any liability to the extent that it cannot be excluded or restricted under Applicable Law.

20.9. We shall not be liable for any loss arising as a result of any act or omission or any error of judgement in complying with our reporting or other obligations under Applicable Law.

21. NOTICES

21.1. Unless specified otherwise in any Investment Agreement, any notice, request or other communication to be given or made by you to us shall be made electronically via the Platform or by sending an e-mail to info@venturebeam.com.

21.2. Notwithstanding clause 21.1 above, formal notice of legal proceedings must be served on us in accordance with the Applicable Law.

21.3. We may communicate with you by electronic communication via the Platform, by e-mail or (where we consider it appropriate) by post or telephone.

21.4. All documents to be furnished or communications to be given or made shall be in English language.

21.5. Communications by us to you shall be deemed to be received:

21.5.1. If sent by post to an address in Singapore, two Business Days after posting (or five Business Days if sent to an address outside Singapore);

21.5.2. If sent by e-mail or electronic communication, immediately on sending provided that we do not receive notice of non-transmission or non-receipt.

22. COMPLAINTS AND COMPENSATION

22.1. If you are dissatisfied with any aspect of our Services or the Platform, you may send a formal complaint to complaints@venturebeam.com.

22.2. Your complaint will be considered independently and in accordance with our Complaints Handling Policy, available on our Website.

22.3. If you do not consider that we have adequately resolved your complaint, you may in certain circumstances refer the matter to the Financial Industry Disputes Resolution Centre ("**FIDReC**"). As a CMS licence holder regulated by MAS, we are a member of FIDReC. FIDReC provides an independent dispute resolution scheme to assist in the resolution of disputes between consumers and financial institutions. The jurisdiction of FIDReC in adjudicating disputes between you and us is up to S$100,000 per claim for all claims, and FIDReC's services are available to all Investors who are individuals or sole proprietors. Further information about FIDReC, including the dispute resolution process of FIDReC and the process of filing a complaint with FIDReC, can be obtained from its website at www.fidrec.com.sg.

23. IMPORTANT LEGAL PROVISIONS

23.1. If any provision of the Platform Agreements, including these Terms and Conditions becomes invalid or unenforceable, the provision will be treated as if it were not in the Platform Agreement and the remaining provisions will still be valid and enforceable.

23.2. All disclaimers and exclusions in the Platform Agreements, including these Terms and Conditions, shall survive termination.

23.3. Our failure to insist on your strict compliance with the Platform Agreements, including these Terms and Conditions, or any act or omission on our part will not amount to a waiver unless expressly stated in writing that we are waiving the provision concerned.

23.4. These Terms and Conditions and the other Platform Agreements are supplied in English and all communications between us including documentation shall be in English.

23.5. Unless expressly agreed otherwise, nothing in the Platform Agreements, including these Terms and Conditions, is intended to confer any benefit on any person who is not a party to the relevant Platform Agreement and no third party shall have any rights to enforce any of its terms, except to the extent that

the relevant provision of a Platform Agreement is expressly stated to be for its benefit, including in relation to the confidentiality obligations under clause 14, which each relevant Fundraising Company or Issuer may enforce directly against the Investor.

24. ASSIGNMENT, TRANSFER AND DELEGATION

24.1. Unless otherwise agreed with you in writing, the provisions of the Platform Agreements, including these Terms and Conditions, are personal to you and you shall not assign or transfer any of your rights or obligations under the Platform Agreements, including these Terms and Conditions.

24.2. Subject to Applicable Law, we may delegate our functions and responsibilities under the Platform Agreements, including these Terms and Conditions. Except where otherwise stated, we will remain responsible to you for the performance of that function or responsibility.

24.3. We may assign or transfer our rights and obligations under the Platform Agreements, including these Terms and Conditions, to an appropriately regulated person by giving you 30 days' notice.

25. APPLICABLE LAW AND DISPUTE RESOLUTION

25.1. The Platform Agreements, including these Platform Terms and Conditions, shall be governed and construed in accordance with Singapore laws which shall govern any communications between us including any communication, discussion or negotiation before entry into these Platform Terms and Conditions.

25.2. Any dispute arising out of or in connection with the Platform Agreements, including these Platform Terms and Conditions, including any questions regarding the existence, validity or termination of any Platform Agreement, must first be submitted for mediation at the Singapore Mediation Centre ("**SMC**") in accordance with SMC's Mediation Procedure in force for the time being. Any party may submit a request to mediate to SMC upon which the other party or parties (as the case may be) will be bound to participate in the mediation within 45 days thereof. Every party to the mediation which is a corporation must be represented by senior executive personnel with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

25.3. In the event that the dispute cannot be resolved in mediation, a party to the Platform Agreements may elect to have the dispute resolved by the Singapore courts. Each party to the Platform Agreements irrevocably agrees to submit to the exclusive jurisdiction of the courts of Singapore over any dispute arising under or in connection with the Platform Agreements or the legal relationship established by the Platform Agreements.

25.4. For the avoidance of doubt, nothing in this clause excludes or restricts the rights of any Investor to file a complaint with FIDReC in accordance with clause 22 above.

26. VENTUREBEAM MARKETS PTE LIMITED

Venturebeam Markets Pte Ltd, a limited liability company established and existing under the laws of Singapore under company registration number 201810046G, with registered address at 1 George Street, One George Street, #10-10, Singapore 049145, with Capital Markets Services Licence CMS100863.

Contact details:
E-mail: info@venturebeam.com
Post: Venturebeam Markets Pte Ltd, 1 George Street, One George Street, #10-10, Singapore 049145..

27. VOTING AND/OR REPORTING

27.1. If the Issuer and the Investor agree that the Issuer will report to the Investor through the Platform (except where the Venturebeam Nominee holds the securities of the Issuer for and on behalf of the Investor) the parties confirm that:

27.1.1. it is their obligation, not Venturebeam's, to keep the Issuer's list of Investors up to date and correct;
27.1.2. it is the Issuer's obligation, not Venturebeam, to ensure that the information shared via the Platform with the Investors is correct and sufficient; and
27.1.3. it is the sole responsibility of the parties to ensure compliance with their agreed obligations. Venturebeam has no obligation to supervise compliance with those agreed obligations.

27.2. If the Venturebeam Nominee holds the relevant securities for and on behalf of its Investor(s), the Issuer/Fundraising Company shall promptly notify those Investors via the Platform:

27.2.1. of any notice, letter or other document or information in respect of the securities; and/or
27.2.2. of the availability of any rights arising from or attaching to the securities (e.g. any conversion or subscription rights, rights issues, takeovers or other offers) and the exercise of any voting rights

(together as "**Corporate Actions**").

27.3. Subject to clause 27.2, the Issuer and/for Fundraising Company shall give the Investors as much notice as is reasonably practicable of any Corporate Actions. Where a vote of Investors takes place, subject to clause 27.4, a means of voting will be provided via the Platform and Investors will be informed of the terms and conditions of the vote, such as how to vote, the voting deadline and the percentage required for the decision to pass. If permitted, the Issuer and the

Fundraising Company may elect to set a default voting option for Investors, meaning it specifies what the default decision is that the Venturebeam Nominee will treat as the voting instruction of any Investor who does not vote by the deadline.

27.4. Subject to clause 27.2, the Venturebeam Nominee shall execute such proxies or powers of attorney as the Investor requests to enable the Investor or another person delegated by the Investor to exercise any rights pursuant to any Corporate Action, provided that the Venturebeam Nominee has been given sufficient notice by the Investor in accordance with this clause.

27.5. Where in relation to any Corporate Action there is a request to enable an Investor to attend in person and/or vote or to authorise another person to do so, any request to do so must be received no later than 2 (two) Business Days before the relevant date.

27.6. For the avoidance of doubt, the Venturebeam Nominee will have no power to vote any securities at its own discretion, and will not accept any purported instructions to do so from any shareholder.

27.7. Subject to clause 27.2, where any matter under the Applicable Law, an applicable Shareholder Agreement, or the Articles specifically requires the consent of the Investor in its capacity as a shareholder, the Issuer or the Fundraising Company shall promptly inform the Investor through the Platform upon becoming aware of the matter and shall normally provide at least 7 (seven) days' notice. Where applicable, each Investor agrees that the Venturebeam Nominee may grant or refuse consent in accordance with the wishes of a majority of beneficial owners of securities proportionate to their holdings. For the purposes of this clause 27.7, the majority of beneficial owners of the securities shall be determined by reference to the votes cast in favour or against the proposed resolution, excluding Investors who do not vote within the specified voting period, unless a default election option has been set under clause 27.3.

27.8. Where the Shareholder Agreement or any other agreement gives the Investor a right to subscribe for subsequent offers of securities by the Issuer/Fundraising Company, it shall give Investors as much notice as is reasonably practicable or such notice as required by Applicable Law, and the notice period shall not usually be less than 7 (seven) days. Where Investors have expressed a wish to participate and, where applicable, each relevant Investor has ensured that their Investor Wallet contains sufficient funds to subscribe for such securities, Venturebeam Nominee will subscribe on behalf of the Investors for securities equal to the aggregate amount they wish to invest by a proxy. Securities will be subscribed for each participating Investor pro rata to the amount that the Investor wishes to invest.

27.9. In the event of any Corporate Action specified in clauses 27.7, 27.8, or other relevant transaction (including an Exit Sale):

27.9.1. the Issuer/Fundraising Company will complete and comply with the requirements of any applicable transaction or resolution questionnaire (set out on the Platform); and

27.9.2. the Issuer/Fundraising Company acknowledges that, where Venturebeam Nominee is not required to enter into any document, Venturebeam may provide the results of the vote directly to the Issuer or Fundraising Company in an 'as is' format to interpret according to its own corporate governance rules.

27.10. If the Issuer or the Fundraising Company has not fulfilled any of its obligations under clauses 27.2 to 27.9, and the relevant information is received by the Venturebeam Nominee, the Venturebeam Nominee shall, subject to being reasonably satisfied that disclosure is permitted by Applicable Law and any confidentiality obligations, make the information available to the Investors as soon as reasonably practicable. The Venturebeam Nominee shall not be responsible for fulfilling the obligations of the Issuer or Fundraising Company or any failure or delay by them.

28. WIND-DOWN OF VENTUREBEAM NOMINEE

1. In the event of Venturebeam announcing its orderly wind-down or the termination of the Venturebeam Nominee structure, or upon (or immediately before where permitted by law) the insolvency of Venturebeam:

1.1. The Fundraising Company and/or Issuer, whose securities are admitted to the Platform and held by Venturebeam/Venturebeam Nominee agrees to promptly:

(1) transfer and register all Platform Investors in proportion to the assets held on their behalf through the Venturebeam Nominee directly on its cap table as full legal and beneficial owners of the relevant asset, Instrument, or financial instrument issued by the Fundraising Company/ Issuer (each a "**Transferring Asset**"), as either (a) owners of a whole number of such Transferring Assets, (b) co-owners of a portion of such Transferring Asset or (c) owners of a fraction of such Transferring Asset, in each case as permitted by the local corporate law or regulations of the jurisdiction of incorporation of the Fundraising Company/Issuer;

(2) waive (and procure the waiver of) all restrictions, permissions or similar requirements that may exist in the governing documents of the Fundraising Company and would otherwise inhibit or prevent such transfer and registration; and

(3) sign such documents and/or forms as may be necessary to give effect to these terms;

(in each case at its own cost including any taxes).

1.2. If the securities are held by the Venturebeam Nominee on behalf of the Investor, the Investor agrees to promptly:

(1) open any accounts necessary with the Fundraising Company, the Issuer and/or central securities depository to give effect to the transfer and registration of its Transferring Assets; and

(2) sign such documents and/or forms as may be necessary to give effect to these terms,

(in each case at its own cost including any taxes).

SCHEDULE

Glossary – Definitions and Interpretation

1. The following capitalised terms when used in the Terms and Conditions shall have the following meanings:

Accredited Investor – A person who:

(a) is an individual mentioned in section 4A(1)(a)(i) of the SFA, a corporation mentioned in section 4A(1)(a)(ii) of the SFA, a trustee mentioned in section 4A(1)(a)(iii) of the SFA, or a person mentioned in section 4A(1)(a)(iv) of the SFA;
(b) has opted to be treated by us as an accredited investor under the Accredited Investor Opt-in Notification provided by us and the Accredited Investor Opt-in Confirmation signed by such person and provided to us; and
(c) has not notified us that he/she withdraws his/her consent given under sub-paragraph (b) of this definition of "Accredited Investor" above.

Affiliate – An undertaking in the Venturebeam Group.

Applicable Law – Any law, statute, ordinance, rule, regulation, order or determination of any governmental or regulatory authority or any requirement of any official body (including any taxation authority), that is binding on us including the SFA, and SFR.

Articles – The articles of association of the Issuer/Fundraising Company, subject to amendments from time to time.

Business Day – Any day that is not a weekend or a public holiday in Singapore.

Client Assets – Has the meaning given in clause 7.2.

CMS – Has the meaning given in clause 1.

Commitment – The sum that the Lead Investor agrees to invest, as stipulated in the deal specific terms on the Platform.

Confidential Information – Has the meaning given in clause 14.1.

Events Beyond a Party's Reasonable Control – Any act of God, war, revolution civil disorder, terrorist attack, strike or industrial dispute, act or regulation of any

government (including the repeal or amendment of any current Applicable Law), regulatory or supranational body or authority, breakdown, failure or malfunction of any communications or computer service.

Exit – i) The sale of (or the grant of a right to acquire or dispose of) any of the shares in the capital of the Company (in one transaction or a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons acting in concert with the buyer together acquiring a controlling interest in the Company;

ii) the sale, lease, transfer or other disposal by the Company, of all or substantially all of its undertaking and assets or, if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company, except where such sale, lease, transfer or other disposition is to the Company or one or more wholly owned subsidiaries of the Company;

iii) a merger, consolidation or acquisition funded by shares that results in the shareholders of the Company immediately prior to such merger, consolidation or acquisition, ceasing to hold a controlling interest in the Company, but excluding any such merger, consolidation or acquisition involving the Company, or a subsidiary, in which the shares immediately prior to such merger, consolidation or acquisition continue to represent, or are converted into or exchanged for shares that represent, immediately following such merger, consolidation or acquisition, at least a majority, by voting power, of the shares of the surviving or resulting party or, if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such merger, consolidation or acquisition, the parent of such surviving or resulting party; or

iv) the listing or admission to trading of all or any of the Company's shares, debentures or other securities on any organised market of an approved exchange or recognised market operator (as defined in the SFA), or other public market or trading facility.

Exit Sale – Any transaction, event or condition constituting an Exit that, if completed, would result in a cash distribution to Investors.

Expert Investor – Has the same meaning as in section 4A(1)(b) of the SFA.

FIDReC – Has the meaning given in clause 22.3.

Follow On – Has the meaning given in clause 4.3.2.

Fundraising Company – The business or undertaking seeking investment via the Platform whether or not it is a company or other body corporate. For the avoidance of doubt, the term "Fundraising Company" includes both trading companies seeking capital and investment product providers (such as the managers or distributors of investment funds).

Investment Offer – The seeking of investment funds by a Fundraising Company.

Investment Offer Materials – All information posted on the Platform in relation to an Investment Offer.

Institutional Investor – Has the same meaning as in section 4A(1)(c) of the SFA.

Investor –- A person who has registered to use the Platform as an Investor (In case of Venturebeam's Singapore clients, it includes but not limited to Expert Investor, Professional Investor and Accredited Investor) and, if applicable, holds the securities of the Issuer and/or Fundraising Company on the Platform.

Issuer – A client company or body corporate that has:

i) admitted its securities, which may be any type of shares or convertible loan note instruments, to the Platform; or

ii) entered into a binding agreement with its Investors to share through the Platform all documentation, notices, letters, and other information that must be provided to its shareholders and to enable them to exercise their shareholder rights.

Lead Investor – A person who is an Investor and performs the responsibilities referred to in clause 5.

Lead Sourcing – Has the meaning given in clause 4.3.1.

MAS – Has the meaning given in clause 1.

OTC – An over-the-Counter transaction, being a type of off-marketplace transaction between two parties. For an OTC, both the buyer and the seller must agree to the transaction details, have available funds to cover the applicable fees and follow the instructions provided by the Platform.

Platform – The private investment-opportunity and placement platform provided by Venturebeam.

Platform Agreement – Has the meaning given in clause 1.2.

Professional Investor – means any of the entities listed below:

• a bank that is licensed under the Banking Act (Cap. 19 of Singapore);
• a merchant bank that is approved as a financial institution under section 28 of the Monetary Authority of Singapore Act (Cap. 186 of Singapore);
• a finance company that is licensed under the Finance Companies Act (Cap. 108 of Singapore);
• a company or society registered under the Insurance Act (Cap. 142 of Singapore) as an insurer;
• the Singapore Government;
• a statutory body established under any Act in Singapore;
• the Government of Singapore Investment Corporation Pte Ltd;
• a pension fund;
• a collective investment scheme, as defined under section 2(1) of the SFA;
• a holder of a capital markets services licence under the SFA;
• a person who is exempted from the requirement to hold a capital markets services licence to carry on business in dealing in capital markets products that are securities, units in a collective investment scheme or specified exchange traded derivatives contracts under paragraph 2(1)(a) of the Second Schedule to the SFR;
• a person who is exempted from the requirement to hold a capital markets services licence to carry on business in fund management under paragraph 5(1)(i) of the Second Schedule to the SFR, and who has assets under management of not

less than S$15 million;
• a headquarters company or Finance and Treasury Centre which carries on a class of business involving fund management but only to the extent that the business in fund management has been approved as a qualifying service in relation to that headquarters company or Finance and Treasury Centre under section 43E(2)(a) or 43G(2)(a) of the Income Tax Act (Cap. 134 of Singapore), as the case may be; • a company in the Global Trader Programme of Enterprise Singapore;
• a financial adviser licensed under the Financial Advisers Act (Cap. 110 of Singapore) who uses the Company's services solely for the purposes of trading for its own account; or
• a hedge fund that has assets under management of not less than S$15 million.

Representative – A natural person who is legally or otherwise authorised to represent the relevant legal person, such as the Investor, Lead Investor, Issuer and/or Fundraising Company.

Relevant Third Party – A third party appointed by us to provide nominee, custody or depositary services in respect of any Investments in any jurisdiction.

RMO – Has the meaning given in clause 1.

Security Details – Any username and password necessary for you to access the Platform.

Service Agreement – An agreement that the Fundraising Company or Issuer enters into with Venturebeam regarding a specific Investment or other Services provided by Venturebeam.

Service Provider – Venturebeam Markets Pte. Ltd., for clients and Investors resident in Singapore (and under certain conditions countries in Asia).

Services – The Services we provide via the Platform as set out in more detail in clause 4.1 of the Terms and Conditions.

SFA – Securities and Futures Act (Cap. 289 of Singapore).

SFR – Securities and Futures (Licensing and Conduct of Business) Regulations.

Shareholders Agreement – The shareholders' agreement (or other similar agreement, such as stockholders' agreement) relating to the Issuer and/or Fundraising Company and its shares, governing the terms on which its shareholders deal with one another, as amended or restated from time to time, or any new shareholders' agreement replacing it.

Singapore Client – An Investor who is an Accredited, Expert or Professional Singapore Investor.

SMC – Has the meaning given in clause 25.2.

Subscription Agreement – An agreement between the Fundraising Company and the Investors or, if applicable, the Venturebeam Nominee on behalf of the Investors in relation to the acquisition, by subscription for newly issued securities or purchase of treasury securities.

US Person – A natural person residing in the US (regardless of whether they have US citizenship), a Green Card holder (that is, a person who has permanent resident

status in the US), a person physically located in the US when placing a trade, a US government employee including military personnel (even if stationed overseas), a natural person with a significant connection to the US as determined by Venturebeam (which criteria may include; US web domain/ IP address, US tax residency, US nationality, US mailing address, US phone number/ dial code, US physical presence, US location of a significant portion of the individual's financial and legal relationships, US immigration status); a partnership or corporation organized or incorporated under US laws, a non-US partnership or corporation formed by US persons principally to invest in unregistered securities, a US located agency or branch of a foreign entity, a non-discretionary account held by a dealer or other fiduciary for the benefit or account of a US person, a discretionary account held by a dealer or other fiduciary organized incorporated or resident in the US, any estate of which any executor or administrator is a US person, any trust of which any trustee is a US person; all as further defined in Regulation S of the US Securities Act of 1933.

Venturebeam Group – A group of entities belonging to the same group as Venturebeam and comprising direct or indirect subsidiaries of Venturebeam Ltd.

Venturebeam Nominee – Venturebeam or any Affiliate that we designate from time to time to act as a nominee, custodian or depositary whether in Singapore or any other jurisdiction.

Wallet – The facility on the Platform through which you may view Investments and money held for you.

Website – The Venturebeam website at www.venturebeam.com.

2. In these Terms and Conditions, unless the contrary intention appears:

2.1 the use of the singular shall include the plural and vice versa;

2.2 the use of any gender or the neuter includes the other genders;

2.3 headings are used for reference only;

2.4 references to any legislation include any successor legislation or rule, and are to Singapore legislation or rules unless expressed otherwise;

2.5 a time-of-day shall be construed as a reference to Singapore time; and

2.6 any phrase introduced by the terms ‘including, ‘include’, ‘in particular ‘or any similar expression is to be construed as illustrative and does not limit the sense of the words preceding those terms.