

Before you complete the registration with f1gures, we would like to walk you through the Terms & Conditions in the services rendered by f1gures.

If you're an individual **Client** desirous of setting up an account with f1gures, please refer to the **Terms & Conditions No. 1**. After you've successfully registered with f1gures and you plan to send out an invitation to a **licensed representative** of a licenced or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore to use the services of f1gures on your behalf, please refer to the **Terms & Conditions No. 3**.

If you're an individual **Partner** invited by a f1gures' registered **Client** to join in the Planning Circle with f1gures, please refer to the **Terms & Conditions No. 1** and **Terms & Conditions No. 3**.

If you're a **licensed representative** of a licenced or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore who is desirous of obtaining the services of f1gures on behalf of or in connection with a Client, please refer to the **Terms & Conditions No. 2**. After you've successfully registered with f1gures and you're desirous of accepting a **Client's** invitation to use the services of f1gures, please refer to the **Terms & Conditions No. 4**.

F1GURES PTE. LTD.

TERMS & CONDITIONS NO. 1

This Services Agreement (the “**Agreement**”) is entered into between **F1GURES PTE. LTD.** (the “**Provider**”) and your good self desirous of obtaining the Services (the “**Client**”).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

“**Applicable Laws**” means, with respect to any person, any and all applicable treaties, legislation, laws, regulations, codes, rules or rulings, orders, or any form of decisions issued by, or requirements of, governmental, statutory, regulatory, supervisory or any court or tribunal with competent jurisdiction, whether in Singapore or elsewhere, as amended or modified from time to time, and to which such person is subject;

“**Commencement Date**” means the date agreed between the Parties in writing on which the provision of the Services by the Provider to the Client are to commence;

“**Confidential Information**” means the terms of and existence of this Agreement and any information, whether written, oral, visual, electronic or in other form (a) which is proprietary or confidential or trade-sensitive in nature to a person or from which a person derives competitive advantage in connection with its business, including without limitation information relating to its organisation, business, affairs, operations, assets, finances, shareholders, trade secrets, know-how, technology, processes, inventions, customers, suppliers, business associates, price lists, budgets, financial information, and the sale or supply of any products or services by, or potential transactions or projects, future plans and targets of, a person, and (b) which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone;

“**End Date**” means the date agreed between the Parties in writing on which the provision of the Services by the Provider is to cease;

“**Parties**” means the Provider and the Client; and “**Party**” means any of them;

“**Provider Parties**” has the meaning ascribed to it in Clause 4.4;

“**Remedy Period**” has the meaning ascribed to it in Clause 4.3;

“**Service Fees**” means the fees that are payable by or on behalf of the Client to the Provider for the provision of the Services;

“**Services**” means the services to be provided by the Provider to the Client in accordance with and subject to the terms of this Agreement, as set out in further detail in Clause 2 and Schedule 1;

“**Surviving Clauses**” has the meaning ascribed to it in Clause 4.9; and

“**Taxes**” means all forms of taxation in connection with the performance of this Agreement whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, impositions, customs, excise, fees, charges, levies, insurance, freight duties, transport charges, assessments, duties, contributions, rates and levies, whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise)

and in respect of any person and all penalties, charges, costs and interest relating thereto.

1.2 In this Agreement:

- (a) unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter);
- (b) the Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- (c) the headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement; and
- (d) any thing or obligation to be done under this Agreement which is required or falls to be done on a stipulated day, shall be done on the next succeeding business day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a business day.

2. SUPPLY OF SERVICES

- 2.1 The supply of the Services by the Provider to the Client shall commence from the Commencement Date and shall be on the terms set out in Schedule 1. The provision of the Services shall only commence after the Client has engaged a licensed representative of a licenced or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore and such licensed representative has confirmed the engagement to the Provider.
- 2.2 The Provider reserves the right to update and vary Schedule 1 from time to time with the provision of prior written notice to the Client in the event there are variations to the Services provided.
- 2.3 The Client shall obtain the Services for its own account.

3. SERVICE FEES

- 3.1 In consideration of the provision of the Services by the Provider to the Client, the Client shall pay or procure payment of the Service Fees to the Provider in accordance with Schedule 2. The Provider reserves the right to update and vary Schedule 2 from time to time with the provision of prior written notice to the Client in the event there are variations to the Services provided and corresponding changes to the Service Fees are required and/or mutually agreed.
- 3.2 Unless otherwise agreed between the Parties, the Client shall pay or procure payment to the Provider all amounts invoiced to it by the Provider within 14 days of the date of an invoice issued by the Provider, by telegraphic/internet transfer of the amount payable to an account designated by the Provider or in such other manner as may be agreed between the Parties in writing. All payments to the Provider by the Client shall be net of any fees or Taxes and such payment shall be deemed received by the Provider when the payment is received in the Provider's bank account.
- 3.3 Where the Client is required by law to make any deductions or withholding from any sum payable by it to the Provider under this Agreement, the Client shall forthwith pay or procure payment to the Provider such additional amount or amounts so as to ensure that the net amount received by the Provider shall be equal to the full amount which it would have received had no such deduction or withholding been made or required to be made.

- 3.4 All Taxes and other fees of any kind imposed in connection with the provision of the Services shall be the responsibility of and for the account of the Client. The Client shall bear all costs and expenses incurred by it in performing its obligations under this Agreement and other expenses incurred at the specific request of and authorised by the Provider in advance in writing.
- 3.5 The Client may not withhold payment of any amount due to the Provider because of any set-off, counterclaim, abatement, or other similar deduction.
- 3.6 Any Service Fees or other amounts received by the Provider may be forfeited and appropriated interchangeably at the discretion of the Provider against any and all money due from the Client pursuant to this Agreement. Upon any breach by the Client of its payment obligations under this Agreement (subject to the right of the Client to remedy any such breach within the Remedy Period as set out in Clause 4.3), any Service Fees or other amounts received by the Provider may, notwithstanding any other provision in this Agreement, be forfeited by the Provider as liquidated damages without the need to prove the actual amount of damages, without prejudice to any other remedies which the Provider may be entitled to in law or under the provisions of this Agreement.
- 3.7 If the Client fails to pay or procure payment of the full amount invoiced to it within the time periods set out in this Agreement or otherwise in full compliance with this Agreement, the Provider may, without prejudice to any other right or remedy it may have, withhold or suspend provision of the Services or cancel or suspend any further delivery to the Client under any order.
- 3.8 If the Client disputes any part of an invoice, the Client must pay or procure payment of the amount not in dispute by the due date or be subject to late payment fees. The Provider also reserves the right to withhold Services while there are any outstanding fees and/or interest (except those Client has disputed) or the Client is in breach of this Agreement (subject to the right of the Client to remedy any such breach within the Remedy Period as set out in Clause 4.3).
- 3.9 The Client shall pay or procure payment of any applicable fees for any returned cheque or any other declined payments due to insufficient funds.
- 3.10 Except as provided herein, there shall be no refunds of any fees or other amounts paid in connection with this Agreement.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 4.1 The Provider hereby warrants and represents to the Client that:
- (a) it is a company duly incorporated and validly existing under the laws of its country of incorporation, has carried on its business in accordance with Applicable Laws and there is no investigation or enquiry by, or order or judgment of, any court, tribunal, arbitrator, mediator or any governmental agency or regulatory body outstanding or anticipated against it or which may have an adverse effect upon its assets or business; and
 - (b) it has the full legal right, capacity, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and that this Agreement and all such other agreements and obligations entered into and undertaken by it in connection with the transactions contemplated hereby constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms and the execution and delivery of, and the performance by it of its obligations under, this Agreement shall not:

- (i) result in a breach of its constitutional documents (in the event that it is a corporate entity) and shall not infringe, or constitute a default under, any material instrument, contract, document or agreement to which it is a party or by which it or its assets are bound; or
 - (ii) result in a material breach of any Applicable Laws, including any laws, regulations, guidelines and directions issued by other governmental authority.
- 4.2 The Client hereby warrants and represents to the Provider that it shall comply with all Applicable Laws and all relevant anti-bribery and anti-corruption laws, and it has the full legal right, capacity, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and that this Agreement and all such other agreements and obligations entered into and undertaken by it in connection with the transactions contemplated hereby constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms and the execution and delivery of, and the performance by it of its obligations under, this Agreement shall not result in a material breach of any Applicable Laws, including any laws, regulations, guidelines and directions issued by other governmental authority.
- 4.3 In the event that the Provider determines in its absolute discretion that (a) the Client is insolvent, bankrupt, in liquidation or is unable to pay its debts as they fall due; or (b) the Client has breached any of the provisions contained in this Agreement, then without prejudice to any other rights or remedies available to the Provider, at law or in equity, the Provider may terminate this Agreement with written notice to the Client after (i) it has sent a written default notice to the Client; and (ii) (where such default is capable of remedy) the Client fails to remedy such default within fifteen (15) days from the date of the written default notice (the “**Remedy Period**”), whereupon the Provider may forfeit and retain for the Provider’s benefit such monies paid hereunder to the Provider and the Client shall hold harmless, defend and indemnify the Provider from and against all costs, losses, damages and expenses, suffered by the Provider.
- 4.4 To the extent permitted by Applicable Laws, the Client, on its own behalf and on behalf of its employees, officers, directors, representatives and agents, waives any and all claims and rights against the Provider and the Provider’s affiliates, parent companies, and successors and each of their respective employees, shareholders, officers, directors, representatives, agents, advisers and assignees (collectively, the “**Provider Parties**”) resulting from injury or damage to, or destruction, theft, or loss of, any property or person, unless such injury or damage to, or destruction, theft, or loss of, any property or person, is caused by the wilful conduct or gross negligence of the Provider Parties.
- 4.5 To the extent permitted by Applicable Laws, the aggregate monetary liability of any of the Provider Parties to the Client, its employees, officers, directors, representatives and agents for any reason and for all causes of action, will not exceed the total Service Fees received by the Provider in the six (6) months prior to the claim arising. None of the Provider Parties will be liable to the Client under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits, third party claims, damage to data, loss of anticipated savings or business interruption. The Client acknowledges and agrees that the aggregate liability of the Provider in connection with this Agreement and the provision of the Services is limited to the aggregate monetary liability provided hereunder and that it may not commence any action or proceeding against any of the Provider Parties, whether in contract, tort, or otherwise, unless the action, suit or proceeding is commenced within six (6) months of the cause of action’s accrual. The Client further accepts and agrees to be bound by the specific limitations of liability and terms of provision of the Services as set out in Schedule 3.
- 4.6 The Provider does not owe any duty of care or have any liability in tort or otherwise (except in respect of any breach of this Agreement) to the Client in connection with the provision of the

Services. In the event the Client intends to bring any claim under tort or otherwise than for breach of contract against the Provider, the Client agrees to provide no less than 45 days' prior written notice to the Provider of such claim and the relevant details of such claim and allow the Provider the option to request for amicable resolution of such claim and/or for mediation with the Client prior to the Client taking formal steps to commence any such claim.

- 4.7 The Client holds harmless, defends and indemnifies the Provider Parties from and against any and all claims, liabilities, and expenses including reasonable solicitor's fees, resulting from any breach of this Agreement by the Client or its actions or omissions. The Client shall not make any settlement that requires a materially adverse act or admission by any of the Provider Parties or imposes any obligation upon any of the Provider Parties without the Provider's written consent. None of the Provider Parties shall be liable for any settlement made without its prior written consent.
- 4.8 The Provider may collect, process, use, store and transfer information about the Client for the purposes of facilitating the Services, performing accounting and administrative tasks, internal review and audit, compliance with obligations under Applicable Laws, to enforce or manage legal claims, and others. The Provider is not liable to the Client for any acts or omissions which compromises the security, confidentiality or integrity of any personal data or the physical, technical, administrative or organizational safeguards put in place by the Provider in order to protect personal data as required by Applicable Laws, provided that the Provider shall comply with Applicable Laws in respect of protection of personal data and shall use reasonable endeavours to put in place safeguards to protect the personal data of the Client.
- 4.9 All outstanding non-solicitation, confidentiality, payment and indemnification obligations shall survive termination of this Agreement and in addition, Clauses 1.1, 3.6, 3.7, 3.8, 4 (other than Clauses 4.1 and 4.2), 5.4, 7, 10, 11, 16, 17, 18 and 19 shall survive termination of this Agreement (the "**Surviving Clauses**").
- 4.10 The Client undertakes to the Provider that it shall not without the prior written consent of the Provider:
- (a) during the Prescribed Period (as hereinafter defined), solicit or persuade, or attempt to solicit or persuade, any person or corporation which is a customer, consultant, supplier, manufacturer or client of the Provider, or who was in the 24-month period before the commencement of the Prescribed Period a customer, consultant, supplier, manufacturer or client of the Provider, to cease doing business with the Provider or reduce the amount of business which the customer, consultant, supplier, manufacturer or client would normally do with the Provider;
 - (b) during the Prescribed Period (as hereinafter defined), at any time use or disclose to any third party any trade secrets, product information or other confidential information derived in connection with this Agreement; and
 - (c) during the Prescribed Period (as hereinafter defined), at any time induce or attempt to induce any person who is at the time of this Agreement or who later becomes an employee of the Provider to terminate his or her employment with the Provider.

For the purposes of this Clause 4.10, the "**Prescribed Period**" shall be the period during which this Agreement remains in force and for a period of 12 months thereafter.

Each and every obligation under this Clause shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part such part or parts as are unenforceable shall be deleted from this Clause and any such deletion shall not affect the enforceability of all such

parts of this Clause as remain not so deleted.

5. TERMINATION

5.1 This Agreement becomes effective on the date of signing of this Agreement or such other date as the Parties agree in writing and shall continue to be in full force and effect until the End Date or otherwise terminated in accordance with the provisions of this Clause 5.

5.2 This Agreement:

- (a) may be terminated by either Party by giving the other Party at least 30 days' prior written notice of termination;
- (b) shall automatically terminate upon the completion of the Services; or
- (c) may be terminated by either Party immediately by written notice to the other Party if:
 - (i) the other Party is (or deemed to be) insolvent, or goes into liquidation (whether compulsory or voluntary) or if a petition shall be presented or an order made for the appointment of an administrator in relation to the other Party or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the other Party and such appointment is not revoked within 30 days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction;
 - (ii) the other Party shall make a general assignment or any composition or arrangement with or for the benefit of its creditors; or
 - (iii) the other Party is in breach of its representations, warranties and/or undertakings provided under Clause 4.

5.3 For the purposes of Clause 5.2 above, a breach or a failure shall be considered capable of remedy if the other Party can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

5.4 On termination of this Agreement, the Provider shall be entitled to receive all amounts (including but not limited to the Service Fees incurred by the Provider) accrued or due but not yet paid to it on a pro rata basis up to the date of such termination as provided in this Agreement. This Clause 5.4 shall survive termination of this Agreement.

5.5 Any right of termination conferred upon the Parties shall be in addition to and without prejudice to all other rights and remedies available to it and no exercise or failure to exercise such a right of termination shall constitute a waiver of any such other right or remedy.

5.6 If this Agreement is terminated or terminates for any reason, the Parties shall (save for the Surviving Clauses) be released and discharged from their respective obligations under this Agreement without prejudice to any antecedent breach of any obligations and liabilities hereunder.

6. COSTS

Each Party to this Agreement shall bear its own legal and other costs and expenses of and incidental to the negotiation, preparation, execution and performance by it of this Agreement and all ancillary documents.

7. ENTIRE AGREEMENT

This Agreement, and the documents referred to in it, constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and no Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other Party which is not set out or referred to in this Agreement. Nothing in this Agreement shall however operate to limit or exclude liability for fraud.

8. ASSIGNMENT

No Party shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement nor grant, declare or dispose of any right or interest in it without the prior written consent of the other Party except that the Provider shall have the right to assign its rights and benefits under this Agreement to other parties without the prior written consent of the Client.

9. VARIATION

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each Party. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

10. WAIVER

No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law. Any Party may release or compromise the liability hereunder of the other Party or grant to such Party time or other indulgence without affecting the liability of the other Party hereunder. Save as expressly provided, any right of termination conferred on the Provider shall be in addition to and without prejudice to all other rights and remedies available to it and no exercise or failure to exercise such a right of termination shall constitute a waiver of any such other right or remedy.

11. NOTICES

- 11.1 Each and every communication under this Agreement shall be made by electronic mail or otherwise in writing. Each communication or document to be delivered to either Party shall be sent to that Party at the electronic mail address or address and marked for the attention of the person (if any), from time to time designated by that Party for the purpose of this Agreement. The initial address and electronic mail address of the Client are set out in the Summary of Key Terms. The initial address and electronic mail address of the Provider are:

Address : The Hangar by NUS Enterprise, i3 Building, 21 Heng Mui Keng
Ter, Level 3, Singapore 119613

Email Address : legal_dataprivacy@f1gures.com

Attention : Legal & Data Protection Officer

11.2 A demand, notice or other communication made or given by one Party to another Party in accordance with this Clause 11 shall be effected and deemed to be duly served:

- (a) if it is delivered by hand, when left at the address required by this Clause 11;
- (b) if it is delivered by courier, three (3) Business Days after it is posted;
- (c) if it is sent by prepaid post (air-mail, if international), two (2) Business Days after it is posted; and
- (d) if it is sent by electronic mail, immediately upon successful delivery.

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter or there was receipt of an electronic confirmation or reply indicating that the electronic transmission was successful.

12. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and transmitted by electronic transmission and facsimile transmission and shall be as valid and effectual as if executed as an original, provided that each Party shall provide the other with the original of such page as soon as reasonably practicable thereafter.

13. RELATIONSHIP BETWEEN PARTIES

This Agreement is a contract for the provision of services by the Provider to the Client. The Parties shall each be independent contractors in the performance of their obligations under this Agreement and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

14. FURTHER ASSURANCE

Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.

15. FORCE MAJEURE

Save as otherwise specifically provided in this Agreement, each Party shall not be liable for failures or delays in performing its respective obligations hereunder arising from any cause beyond its control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, any situation which causes or may cause loss of life or serious injury or illness or in any way seriously endangers the safety of the public, epidemic/pandemic in respect of an outbreak of any infectious disease, national emergency, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems and in the event of any such delay, the time for such Party's performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due despatch in the circumstances. The Parties shall engage and discuss in good faith on any alternative arrangements in respect of the obligations to be performed under this Agreement, including extending time periods in respect of the performance of such obligations.

16. ILLEGALITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

17. CONFIDENTIALITY

Each Party undertakes that it shall (except with the prior written consent of the other Party):

- (a) not make or issue, nor permit the making or issuing of, any announcement concerning the existence or provisions of this Agreement or all documents entered into pursuant to or in connection with this Agreement; and
- (b) treat as strictly confidential and not disclose any Confidential Information of the other Party received or obtained as a result of entering into this Agreement,

except in respect of information which is (i) in, or becomes available in, the public domain without breach of this Clause 17; (ii) required to be disclosed pursuant to any Applicable Laws; or (iii) disclosed by a Party to its employees, contractors, consultants, shareholders, directors, accountants, bankers, financiers or representatives, on a need-to-know basis and solely for the purpose of this Agreement and provided that such disclosure is on the basis that such recipients of the information agree to comply with this Clause 17.

18. CONTRACT (RIGHTS OF THIRD PARTIES) ACT

Except in respect of the parties expressly conferred benefits under this Agreement, a person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore. The Parties hereby submit to the exclusive jurisdiction of the Singapore courts.

SCHEDULE 1

SERVICES

Services to be provided by the Provider and accompanying terms and conditions comprise:

1. Provide a financial scenario planning app rendering financial clarity into the future for the Client (the “**App**”).
2. Matching Client with licensed financial advisers to aid in the financial scenarios planning processes.
3. Allow Client to appoint his/her preferred licensed financial advisers to use the App to help in the financial scenarios planning.
4. Upon completion of planning processes with the licensed financial advisers, Client can request his/her appointed licensed financial advisers to upload the planning outcome on the Client’s App dashboard for viewing.
5. Client has the option of engaging more than 1 licensed financial adviser to help in his/her financial scenarios planning under the App.
6. Client can also invite his/her life partner into the financial scenarios planning processes with the appointed / preferred licensed financial advisers.
7. Client will NOT be able to access the App planning functionalities and features on his/her App dashboard.
8. The App will monitor the future financial progress of the Client and compare the realised financial outcome with the projected financial outcome of the selected or implemented financial scenario.
9. The App may, upon the consent of Client, refer qualified partner vendors to Client to meet his/her future financial planning needs and purchase of financial products. Client may be rewarded or remunerated under selected partner vendors programmes (details to be provided separately under the respective programmes from time to time as the case may be).
10. The Provider warrants the accuracy of its mathematical computations in the App, based on the input data provided for by the licensed financial advisers.
11. The Provider does not warrant the validity or viability of the recommendations and financial advice rendered by the licensed financial advisers.

SCHEDULE 2

SERVICE FEES

1. To activate the App's planning functionalities and features for the appointed licensed financial advisers, an annual subscription fee per Client – adviser pair will be levied by the Provider.
2. This annual subscription fee is non-refundable upon successful payment. No pro-rata refund will be provided notwithstanding any cancellation or termination of the Services before the stipulated expiry date for the provision of the Services by the Provider.
3. In the event of non-renewal or early termination of the Services, Client may be denied access to part or all of the Services in the discretion of the Provider.
4. A one-off administrative fee may be imposed by the Provider to restore part or all of the Services in the event of restoring an expired Client's account.

SCHEDULE 3

SPECIFIC LIMITATIONS OF LIABILITIES AND TERMS OF USE OF THE SERVICES

1. Where the Client has misused the Services and caused loss and damage, the Client shall fully indemnify the Provider Parties and relevant sub-contractors for such loss and damage suffered and shall pay such monies upon demand.
2. The Provider does not provide any warranty of any kind in respect of:
 - (a) its Services, including warranties of accessibility, accuracy, adequacy, currency, reliability, quality, provision or performance of any goods or services; or
 - (b) hyperlinks to any other websites or content, which are also not an endorsement or verification of such websites or content.
3. The Provider shall not be responsible for any loss suffered by the Client arising from or in connection with its use of the Services even if the Provider is advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense. In particular, the Provider shall not be liable to the Client for any loss as a result of:
 - (a) any services not being available due to system maintenance or breakdown/non-availability of any network;
 - (b) the non-delivery, delayed delivery, misdirected delivery or the non-receipt of any services;
 - (c) any non-processing or delay in processing of instructions and transactions, electronic, digital or otherwise;
 - (d) inaccurate or incomplete content, reliance on or use of the information provided by third parties to the Provider for any purpose;
 - (e) any disclosure of any information which the Client has consented to the Provider collecting, using or disclosing or where such collection, use or disclosure is allowed under the Applicable Laws;
 - (f) any unauthorised and/or unlawful access to the Provider's machines, data processing system or transmission links;
 - (g) any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, pandemics, lockdowns, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors; or
 - (h) any event outside the reasonable control of the Provider.
4. Any claims against or disputes with third parties in connection with the Services are to be settled between the Client and such parties and shall not involve or join the Provider in such claims or disputes.
5. To the extent permitted by Applicable Laws, the Provider Parties are not liable for any loss incurred by the client or any third party, including loss of data, investment losses or lost profits, arising out of usage or inability to use the Services and the platforms and/or systems provided by the Provider unless caused by wilful misconduct of the Provider Parties.

6. If the Client has been introduced to the Provider by a third party, an introducer fee may be payable to such third party by the Provider as the Provider may deem appropriate. The Provider does not accept responsibility for any conduct, action, representation or statement of such third party.

The Client also accepts that:

- (a) the third party shall not in any way be regarded as an agent or representative of the Provider and that the Provider accepts the Client as a client of the Provider only on the basis that the Provider does not accept and will accept no responsibility for any conduct, action, representation or statement of the third party;
 - (b) the third party may be receiving remuneration or an introducing fee from the Provider, which may share its fees, commissions and/or charges with the third party and any other third party or otherwise reward such third party for such introduction in relation to the Client;
 - (c) the third party may not be permitted to receive or deal with any money or property from the Client in relation to this introducing activity otherwise than as disclosed to the Provider;
 - (d) the third party is not permitted to use any trade names, trademarks, intellectual properties in relation to the Provider or distribute any advertising, promotional or marketing materials in relation to the Provider; and
 - (e) the third party is not authorised to make any representation that the third party is a representative or agent or enters into or concludes any transaction or contracts on behalf of the Provider.
7. The platforms, systems and electronic services provided by the Provider is provided "AS IS" on an "IS AVAILABLE" basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). The Provider Parties disclaim to the fullest extent permitted by Applicable Laws all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, being updated, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Without limiting the foregoing, the Provider Parties do not warrant that the services, functions contained in or access to the platforms, systems and electronic services provided by the Provider will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that these 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 thereof or use with any computer will not affect the functionality or performance. The Provider Parties are not responsible or liable for the deletion or failure to store any content maintained or posted by or through the platforms, systems and electronic services provided by the Provider or any transmission error, faulty or unreliable internet connection or website downtime.
8. The platforms, systems and electronic services provided by the Provider may contain links to other websites which are not maintained by the Provider Parties. Similarly, other websites may contain links to the platforms, systems and electronic services provided by the Provider. The Provider has no control over such sites and resources, and the Client acknowledges and agrees that the Provider Parties are 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. Any links to other websites are provided as a convenience to the Client and does not imply the Provider's endorsement of the linked website or association with their operators. The

Provider Parties disclaim all responsibility and liability, direct or indirect, for any damage or losses (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 risk of the Client.

9. The Client acknowledges there are certain security, corruption, transmission error and availability risks associated with using the platforms, systems and electronic services provided by the Provider and agrees, to the maximum extent permitted under Applicable Laws, to assume such risks. Without limiting the generality of the foregoing, the Client acknowledges and accepts, given the nature of electronic transactions and electronic telecommunication platforms, practical issues with and the risks of and in connection with using the platforms, systems and electronic services provided by the Provider, which include, but are not limited to:
- (a) delays in, failure of, or inability to access or use the platforms, systems and electronic services provided by the Provider due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
 - (b) loss, or errors in transmission, of data or information that may occur due to any cause whatsoever, including any failure of any electrical, electronic, computer, microprocessor, recording or communication system of the Provider;
 - (c) the need to conduct maintenance of the platform and/or system infrastructure from time to time, and any delay, failure, error or omission which may ensue therefrom; and
 - (d) the failure of any electronic security measures including, without limitation, filters, authentication processes and anti-virus software, whether or not for the protection of the integrity of the Platform, the privacy of information of the Client or otherwise;
 - (e) inaccuracies contained in information relating to the platforms, systems and electronic services provided by the Provider;
 - (f) unauthorized use of the platforms, systems and electronic services provided by the Provider;
 - (g) breach of security or unauthorized use of, corruption or transmission error associated with, the platforms, systems and electronic services provided by the Provider, including inability of the Client to keep its user account details, identification and/or authentication measures or passwords private;
 - (h) act or omission of telecommunications carriers, internet service providers or any other service providers;
 - (i) adverse consequences arising from exercise of or the right to exercise any of the rights of the Provider under this Agreement;
 - (j) adverse consequences arising from reliance by the Provider on information submitted by the Client to the Provider;
 - (k) adverse tax implications suffered by the Client as a result of using the platforms, systems and electronic services provided by the Provider or in connection with the Services;
 - (l) risks of loss of revenue or business opportunities, loss of profit, loss of anticipated

savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; or

- (m) adverse consequences arising from events or circumstances beyond the reasonable control of the Provider.

and the Client agrees that the Provider Parties shall not bear any liability or losses of any kind, and the Client shall release the Provider Parties from any claim the Client may have, with regard to or referable to the above risks and any losses arising therefrom, regardless of whether the Provider Parties had been advised, or were aware of the possibility, of such risks.

10. The Client holds harmless, defends and indemnifies the Provider Parties from and against any and all claims, liabilities, and expenses including reasonable solicitor's fees, resulting from any losses, including expenses and legal or other professional fees for disputing or defending any action, claim or proceeding, which may be incurred or sustained by the Provider Parties (directly or indirectly) or which may be made against the Provider Parties in any jurisdiction as a result of or in connection with or arising out of: (i) use of the platforms, systems and electronic services provided by the Provider or the provision of the Services, (ii) operation of the platforms, systems and electronic services provided by the Provider or the provision of the Services, save where such losses are directly caused by the gross negligence or wilful default of the Provider Parties. Without prejudice to the generality of the foregoing, the Client shall hold harmless, defend and indemnify the Provider Parties for any losses which may be incurred or sustained by the Provider Parties (directly or indirectly), from:

- (a) any breach of, or non-compliance with, this Agreement by the Client;
- (b) any unauthorized use by any party of the access methods of the Client or the platforms, systems and electronic services provided by the Provider or any part thereof;
- (c) any failure or malfunction in the systems and access methods used by the Client in connection with the platforms, systems and electronic services provided by the Provider;
- (d) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorized access which have been introduced by the Client, which affects or causes the platforms, systems and electronic services provided by the Provider and/or hardware, software and/or other automated systems in relation thereto to fail or malfunction;
- (e) any information or documents furnished by the Client to the Provider, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided, or any omission of material facts and information by the Client which would render any information relied upon by the Provider to be misleading, inaccurate or incomplete;
- (f) the exercise of the rights of the Provider under this Agreement;
- (g) the Provider acting or relying on the instructions issued by the Client;
- (h) the Client's use or failure to use the platforms, systems and electronic services provided by the Provider; or
- (i) material comprised in the instructions issued by the Client or otherwise provided by the Client violating any Applicable Laws or third party rights including intellectual property

rights.

11. The Client acknowledges and accepts that it is fully aware and expressly agrees that the use of the platforms, systems and electronic services provided by the Provider is subject to having all its relevant activities and information or data thereof monitored and recorded by the Provider where appropriate (as so deemed by the Provider). These activities may include but are not limited to the Client's mobile device identity or identification details, usage behaviour of platforms, systems and electronic services provided by the Provider, data synced, entered or logged with platforms, systems and electronic services provided by the Provider, links shared and location (for location, where permission is given by the Client). Emails and other communication sent to the Provider over the Internet cannot be guaranteed to be completely secure. Access to and use of the Client's email address and/or social media account/page is at the Client's own risk and subject to any terms and conditions applicable to such access/use. The Provider is not responsible for any damages incurred by the Client if the Client sends an email/message to the Provider or if the Provider sends an email/message to the Client at the Client's request, over the Internet.

I (the "Client") hereby confirm having read and understood the **Terms & Conditions No. 1** entered into with F1gures Pte. Ltd. (the "Provider") and agrees to be bound by its terms and conditions, including all Schedules Hereto. I confirm my agreement and consent as below:

- I have read, understood and agree to be bound by all the Terms & Conditions above, including all Clauses and Schedules.
- I confirm that the Services shall only commence after I have engaged a licensed representative of a licenced or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore, and such licensed representative has confirmed the engagement to the Provider.
- I understand that the Service Fees are non-refundable and no pro-rata refund shall be provided upon early termination or cancellation of the Services before the stipulated expiry date for the provision of the Services by the Provider.
- I acknowledge that the Provider warrants only the mathematical accuracy of its computations based on input data provided by my licensed financial adviser, and does not warrant the validity or viability of the recommendations and financial advice rendered by the licensed financial adviser.
- I understand that I will NOT be able to access the App's planning functionalities directly on my dashboard — only my appointed licensed financial adviser can do so.
- I accept the limitations of liability (Clause 4.5 and Schedule 3), including that any of the Provider Parties' aggregate liability shall not exceed the total Service Fees received by the Provider in the 6 months prior to the claim arising, and that I must bring any claim within 6 months of the cause of action's accrual.
- I accept the non-solicitation obligations (Clause 4.10): I will not solicit or persuade, or attempt to solicit or persuade, any person or corporation which is a customer, consultant, supplier, manufacturer or client of the Provider, or who was in the 24-month period before the commencement of the Prescribed Period a customer, consultant, supplier, manufacturer or client of the Provider, to cease doing business with the Provider or reduce the amount of business which the customer, consultant, supplier, manufacturer or client would normally do with the Provider, while the Agreement remains in force and for 12 months thereafter.
- I acknowledge that my use of the platforms is subject to monitoring and recording by the Provider as described in Schedule 3.
- I confirm that I shall comply with all Applicable Laws and all anti-bribery and anti-corruption laws.
- I consent to receiving non-obligatory marketing offers under f1gures' Partner Vendor Referrals (Schedule 1, paragraph 9)

-----End of Terms & Conditions No. 1-----

F1GURES PTE. LTD.

TERMS & CONDITIONS NO. 2

This Services Agreement (the "**Agreement**") is entered into between **F1GURES PTE. LTD.** (the "**Provider**") and the licensed representative of a licenced or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore (the "**FAA**") who is desirous of obtaining the Services (the "**Adviser**") on behalf of or in connection with a Client (as defined below).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

"Applicable Laws" means, with respect to any person, any and all applicable treaties, legislation, laws, regulations, codes, rules or rulings, orders, or any form of decisions issued by, or requirements of, governmental, statutory, regulatory, supervisory or any court or tribunal with competent jurisdiction, whether in Singapore or elsewhere, as amended or modified from time to time, and to which such person is subject;

"Client" has the meaning ascribed to it in Clause 2.1;

"Commencement Date" means the date agreed between the Parties in writing on which the provision of the Services by the Provider to the Adviser are to commence;

"Confidential Information" means the terms of and existence of this Agreement and any information, whether written, oral, visual, electronic or in other form (a) which is proprietary or confidential or trade-sensitive in nature to a person or from which a person derives competitive advantage in connection with its business, including without limitation information relating to its organisation, business, affairs, operations, assets, finances, shareholders, trade secrets, know-how, technology, processes, inventions, customers, suppliers, business associates, price lists, budgets, financial information, and the sale or supply of any products or services by, or potential transactions or projects, future plans and targets of, a person, and (b) which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone;

"End Date" means the date agreed between the Parties in writing on which the provision of the Services by the Provider is to cease;

"Parties" means the Provider and the Adviser; and **"Party"** means any of them;

"Provider Parties" has the meaning ascribed to it in Clause 3.4;

"Remedy Period" has the meaning ascribed to it in Clause 3.3;

"Services" means the services to be provided by the Provider to the Adviser in accordance with and subject to the terms of this Agreement, as set out in further detail in Clause 2 and Schedule 1;

"Surviving Clauses" has the meaning ascribed to it in Clause 3.10; and

1.2 In this Agreement:

- (a) unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter);

- (b) the Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- (c) the headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement; and
- (d) any thing or obligation to be done under this Agreement which is required or falls to be done on a stipulated day, shall be done on the next succeeding business day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a business day.

2. SUPPLY OF SERVICES

- 2.1 The supply of the Services by the Provider to the Adviser shall commence from the Commencement Date and shall be on the terms set out in Schedule 1. The provision of the Services shall only commence in consideration of and after (i) the client of the Adviser identified to the Provider (the "**Client**") has engaged the Provider and the Adviser and the Adviser has confirmed his/her engagement to the Provider; and (ii) the Client has made payment of the relevant fees for services to be provided by the Provider including the Services to the Provider.
- 2.2 The Provider reserves the right to update and vary Schedule 1 from time to time with the provision of prior written notice to the Adviser in the event there are variations to the Services provided.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 3.1 The Provider hereby warrants and represents to the Adviser that:
 - (a) it is a company duly incorporated and validly existing under the laws of its country of incorporation, has carried on its business in accordance with Applicable Laws and there is no investigation or enquiry by, or order or judgment of, any court, tribunal, arbitrator, mediator or any governmental agency or regulatory body outstanding or anticipated against it or which may have an adverse effect upon its assets or business; and
 - (b) it has the full legal right, capacity, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and that this Agreement and all such other agreements and obligations entered into and undertaken by it in connection with the transactions contemplated hereby constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms and the execution and delivery of, and the performance by it of its obligations under, this Agreement shall not:
 - (i) result in a breach of its constitutional documents (in the event that it is a corporate entity) and shall not infringe, or constitute a default under, any material instrument, contract, document or agreement to which it is a party or by which it or its assets are bound; or
 - (ii) result in a material breach of any Applicable Laws, including any laws, regulations, guidelines and directions issued by other governmental authority.
- 3.2 The Adviser hereby warrants and represents to the Provider that:
 - (a) he or she is the licensed representative of a licenced or exempt financial adviser pursuant to the FAA;

- (b) he or she is not in breach of any of the obligations or regulations as set out in the FAA or notifications from the Monetary Authority of Singapore as may be set out from time to time;
 - (c) he or she shall comply with all Applicable Laws and all relevant anti-bribery and anti-corruption laws, and it has the full legal right, capacity, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and that this Agreement and all such other agreements and obligations entered into and undertaken by it in connection with the transactions contemplated hereby constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms and the execution and delivery of, and the performance by it of its obligations under, this Agreement shall not result in a material breach of any Applicable Laws, including any laws, regulations, guidelines and directions issued by other governmental authority.
- 3.3 In the event that the Provider determines in its absolute discretion that (a) the Adviser is insolvent, bankrupt, in liquidation or is unable to pay its debts as they fall due; or (b) the Adviser has breached any of the provisions contained in this Agreement, then without prejudice to any other rights or remedies available to the Provider, at law or in equity, the Provider may terminate this Agreement with written notice to the Adviser after (i) it has sent a written default notice to the Adviser; and (ii) (where such default is capable of remedy) the Adviser fails to remedy such default within fifteen (15) days from the date of the written default notice (the "**Remedy Period**"), and the Adviser shall hold harmless, defend and indemnify the Provider from and against all costs, losses, damages and expenses, suffered by the Provider.
- 3.4 To the extent permitted by Applicable Laws, the Adviser, on its own behalf and on behalf of its employees, officers, directors, representatives and agents, waives any and all claims and rights against the Provider and the Provider's affiliates, parent companies, and successors and each of their respective employees, shareholders, officers, directors, representatives, agents, advisers and assignees (collectively, the "**Provider Parties**") resulting from injury or damage to, or destruction, theft, or loss of, any property or person, unless such injury or damage to, or destruction, theft, or loss of, any property or person, is caused by the wilful conduct or gross negligence of the Provider Parties.
- 3.5 None of the Provider Parties will be liable to the Adviser under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits, third party claims, damage to data, loss of anticipated savings or business interruption. The Adviser acknowledges and agrees that he or she may not commence any action or proceeding against any of the Provider Parties, whether in contract, tort, or otherwise, unless the action, suit or proceeding is commenced within six (6) months of the cause of action's accrual. The Adviser further accepts and agrees to be bound by the specific limitations of liability and terms of provision of the Services as set out in Schedule 2.
- 3.6 The Provider does not owe any duty of care or have any liability in tort or otherwise (except in respect of any breach of this Agreement) to the Adviser in connection with the provision of the Services. In the event the Adviser intends to bring any claim under tort or otherwise than for breach of contract against the Provider, the Adviser agrees to provide no less than 45 days' prior written notice to the Provider of such claim and the relevant details of such claim and allow the Provider the option to request for amicable resolution of such claim and/or for mediation with the Adviser prior to the Adviser taking formal steps to commence any such claim.
- 3.7 The Adviser holds harmless, defends and indemnifies the Provider Parties from and against any and all claims, liabilities, and expenses including reasonable solicitor's fees, resulting from any breach of this Agreement by the Adviser or its actions or omissions. The Adviser shall not make any settlement that requires a materially adverse act or admission by any of the Provider

Parties or imposes any obligation upon any of the Provider Parties without the Provider's written consent. None of the Provider Parties shall be liable for any settlement made without its prior written consent.

- 3.8 The Provider may collect, process, use, store and transfer information about the Adviser for the purposes of facilitating the Services, performing accounting and administrative tasks, internal review and audit, compliance with obligations under Applicable Laws, to enforce or manage legal claims, and others. The Provider is not liable to the Adviser for any acts or omissions which compromises the security, confidentiality or integrity of any personal data or the physical, technical, administrative or organizational safeguards put in place by the Provider in order to protect personal data as required by Applicable Laws, provided that the Provider shall comply with Applicable Laws in respect of protection of personal data and shall use reasonable endeavours to put in place safeguards to protect the personal data of the Adviser. The Adviser acknowledges and consents to the collection, use and disclosure of the Adviser's personal data in accordance with the Provider's Privacy Policy, which is available at [insert link].
- 3.9 The Parties acknowledge that the Adviser will provide personal data relating to the Client to the Provider, which will be processed by the Provider in the course of providing the Services. The Adviser undertakes to inform the Client of the purposes for collection, use and disclosure of the Client's Personal Data as set out in the Provider's Privacy Policy, and to seek the requisite consent from the Client to the collection, use and disclosure of the Client's Personal Data.
- 3.10 All outstanding non-solicitation, confidentiality and indemnification obligations shall survive termination of this Agreement and in addition, Clauses 1.1, 3 (other than Clauses 3.1 and 3.2), 6, 9, 10, 15, 16, 17 and 18 shall survive termination of this Agreement (the "**Surviving Clauses**").
- 3.11 The Adviser undertakes to the Provider that it shall not without the prior written consent of the Provider:
- (a) during the Prescribed Period (as hereinafter defined), solicit or persuade, or attempt to solicit or persuade, any person or corporation which is a customer, consultant, supplier, manufacturer or client of the Provider, or who was in the 24-month period before the commencement of the Prescribed Period a customer, consultant, supplier, manufacturer or client of the Provider, to cease doing business with the Provider or reduce the amount of business which the customer, consultant, supplier, manufacturer or client would normally do with the Provider;
 - (b) during the Prescribed Period (as hereinafter defined), at any time use or disclose to any third party any trade secrets, product information or other confidential information derived in connection with this Agreement; and
 - (c) during the Prescribed Period (as hereinafter defined), at any time induce or attempt to induce any person who is at the time of this Agreement or who later becomes an employee of the Provider to terminate his or her employment with the Provider.

For the purposes of this Clause 3.11, the "**Prescribed Period**" shall be the period during which this Agreement remains in force and for a period of 12 months thereafter.

Each and every obligation under this Clause shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part such part or parts as are unenforceable shall be deleted from this Clause and any such deletion shall not affect the enforceability of all such parts of this Clause as remain not so deleted.

4. TERMINATION

4.1 This Agreement becomes effective on the date of signing of this Agreement or such other date as the Parties agree in writing and shall continue to be in full force and effect until the End Date or otherwise terminated in accordance with the provisions of this Clause 4.

4.2 This Agreement:

- (a) may be terminated by either Party by giving the other Party at least 30 days' prior written notice of termination;
- (b) shall automatically terminate upon the completion of the Services; or
- (c) may be terminated by either Party immediately by written notice to the other Party if:
 - (i) the other Party is (or deemed to be) insolvent, or goes into liquidation (whether compulsory or voluntary) or if a petition shall be presented or an order made for the appointment of an administrator in relation to the other Party or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the other Party and such appointment is not revoked within 30 days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction;
 - (ii) the other Party shall make a general assignment or any composition or arrangement with or for the benefit of its creditors; or
 - (iii) the other Party is in breach of its representations, warranties and/or undertakings provided under Clause 3.

4.3 For the purposes of Clause 4.2 above, a breach or a failure shall be considered capable of remedy if the other Party can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

4.4 Any right of termination conferred upon the Parties shall be in addition to and without prejudice to all other rights and remedies available to it and no exercise or failure to exercise such a right of termination shall constitute a waiver of any such other right or remedy.

4.5 If this Agreement is terminated or terminates for any reason, the Parties shall (save for the Surviving Clauses) be released and discharged from their respective obligations under this Agreement without prejudice to any antecedent breach of any obligations and liabilities hereunder.

5. COSTS

Each Party to this Agreement shall bear its own legal and other costs and expenses of and incidental to the negotiation, preparation, execution and performance by it of this Agreement and all ancillary documents.

6. ENTIRE AGREEMENT

This Agreement, and the documents referred to in it, constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and no Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other Party which is not set out or referred to in this Agreement. Nothing in this Agreement

shall however operate to limit or exclude liability for fraud.

7. ASSIGNMENT

No Party shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement nor grant, declare or dispose of any right or interest in it without the prior written consent of the other Party except that the Provider shall have the right to assign its rights and benefits under this Agreement to other parties without the prior written consent of the Adviser.

8. VARIATION

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each Party. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

9. WAIVER

No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law. Any Party may release or compromise the liability hereunder of the other Party or grant to such Party time or other indulgence without affecting the liability of the other Party hereunder. Save as expressly provided, any right of termination conferred on the Provider shall be in addition to and without prejudice to all other rights and remedies available to it and no exercise or failure to exercise such a right of termination shall constitute a waiver of any such other right or remedy.

10. NOTICES

- 10.1 Each and every communication under this Agreement shall be made by electronic mail or otherwise in writing. Each communication or document to be delivered to either Party shall be sent to that Party at the electronic mail address or address and marked for the attention of the person (if any), from time to time designated by that Party for the purpose of this Agreement. The initial address and electronic mail address of the Adviser are set out in the Summary of Key Terms. The initial address and electronic mail address of the Provider are:

Address : The Hangar by NUS Enterprise, i3 Building, 21 Heng Mui Keng Ter, Level 3, Singapore 119613

Email Address : legal_dataprivacy@f1gures.com

Attention : Legal & Data Protection Officer

- 10.2 A demand, notice or other communication made or given by one Party to another Party in accordance with this Clause 10 shall be effected and deemed to be duly served:

- (a) if it is delivered by hand, when left at the address required by this Clause 10;

- (b) if it is delivered by courier, three (3) Business Days after it is posted;
- (c) if it is sent by prepaid post (air-mail, if international), two (2) Business Days after it is posted; and
- (d) if it is sent by electronic mail, immediately upon successful delivery.

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter or there was receipt of an electronic confirmation or reply indicating that the electronic transmission was successful.

11. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and transmitted by electronic transmission and facsimile transmission and shall be as valid and effectual as if executed as an original, provided that each Party shall provide the other with the original of such page as soon as reasonably practicable thereafter.

12. RELATIONSHIP BETWEEN PARTIES

This Agreement is a contract for the provision of services by the Provider to the Adviser. The Parties shall each be independent contractors in the performance of their obligations under this Agreement and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

13. FURTHER ASSURANCE

Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.

14. FORCE MAJEURE

Save as otherwise specifically provided in this Agreement, each Party shall not be liable for failures or delays in performing its respective obligations hereunder arising from any cause beyond its control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, any situation which causes or may cause loss of life or serious injury or illness or in any way seriously endangers the safety of the public, epidemic/pandemic in respect of an outbreak of any infectious disease, national emergency, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems and in the event of any such delay, the time for such Party's performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due despatch in the circumstances. The Parties shall engage and discuss in good faith on any alternative arrangements in respect of the obligations to be performed under this Agreement, including extending time periods in respect of the performance of such obligations.

15. ILLEGALITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

16. CONFIDENTIALITY

Each Party undertakes that it shall (except with the prior written consent of the other Party):

- (a) not make or issue, nor permit the making or issuing of, any announcement concerning the existence or provisions of this Agreement or all documents entered into pursuant to or in connection with this Agreement; and
- (b) treat as strictly confidential and not disclose any Confidential Information of the other Party received or obtained as a result of entering into this Agreement,

except in respect of information which is (i) in, or becomes available in, the public domain without breach of this Clause 16; (ii) required to be disclosed pursuant to any Applicable Laws; or (iii) disclosed by a Party to its employees, contractors, consultants, shareholders, directors, accountants, bankers, financiers or representatives, on a need-to-know basis and solely for the purpose of this Agreement and provided that such disclosure is on the basis that such recipients of the information agree to comply with this Clause 16.

17. CONTRACT (RIGHTS OF THIRD PARTIES) ACT

Except in respect of the parties expressly conferred benefits under this Agreement, a person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

18. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore. The Parties hereby submit to the exclusive jurisdiction of the Singapore courts.

SCHEDULE 1

SERVICES

Services to be provided by the Provider and accompanying terms and conditions comprise:

1. Provide a comprehensive financial scenario planning tool to the Adviser, to provide financial clarity into the future for the Client (the "**App**").
2. The App shall serve as a productivity tool for the Adviser to better serve the financial planning needs the Client.
3. The Adviser shall first register his or her intention with the Provider to use the App.
4. The planning functionalities and features of the App shall be made available to the Adviser only after the Advisor has been appointed by the Client. The Adviser must accept such appointment from the Client before the Adviser may use the App.
5. The Adviser shall facilitate and assist the Client in the usage of the App in order for the Client to gain financial clarity into his/her future.
6. The full range of planning functionalities and features available to the Adviser includes the following:
 - (a) Financial goals planning – children education, retirement, home purchase / upgrade, investment real estate purchase, other investment, car purchase / renewal, other miscellaneous goals;
 - (b) Protection / Insurance planning;
 - (c) Wealth accumulation planning;
 - (d) Assets liquidation planning;
 - (e) Assets & savings allocation planning; and
 - (f) Integrated financial scenarios planning.
7. The Provider warrants the accuracy of its mathematical computations in the App, based on the input data provided for by the Adviser.
8. The Provider does not warrant the validity or viability of the recommendations and financial advice rendered by the Adviser.

SCHEDULE 2

SPECIFIC LIMITATIONS OF LIABILITIES AND TERMS OF USE OF THE SERVICES

1. Where the Adviser has misused the Services and caused loss and damage, the Adviser shall fully indemnify the Provider Parties and relevant sub-contractors for such loss and damage suffered and shall pay such monies upon demand.
2. The Provider does not provide any warranty of any kind in respect of:
 - (a) its Services, including warranties of accessibility, accuracy, adequacy, currency, reliability, quality, provision or performance of any goods or services; or
 - (b) hyperlinks to any other websites or content, which are also not an endorsement or verification of such websites or content.
3. The Provider shall not be responsible for any loss suffered by the Adviser arising from or in connection with its use of the Services even if the Provider is advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense. In particular, the Provider shall not be liable to the Adviser for any loss as a result of:
 - (a) any services not being available due to system maintenance or breakdown/non-availability of any network;
 - (b) the non-delivery, delayed delivery, misdirected delivery or the non-receipt of any services;
 - (c) any non-processing or delay in processing of instructions and transactions, electronic, digital or otherwise;
 - (d) inaccurate or incomplete content, reliance on or use of the information provided by third parties to the Provider for any purpose;
 - (e) any disclosure of any information which the Adviser has consented to the Provider collecting, using or disclosing or where such collection, use or disclosure is allowed under the Applicable Laws;
 - (f) any unauthorised and/or unlawful access to the Provider's machines, data processing system or transmission links;
 - (g) any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, pandemics, lockdowns, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors; or
 - (h) any event outside the reasonable control of the Provider.
4. Any claims against or disputes with third parties in connection with the Services are to be settled between the Adviser and such parties and shall not involve or join the Provider in such claims or disputes.
5. To the extent permitted by Applicable Laws, the Provider Parties are not liable for any loss incurred by the client or any third party, including loss of data, investment losses or lost profits, arising out of usage or inability to use the Services and the platforms and/or systems provided by the Provider unless caused by wilful misconduct of the Provider Parties.

6. If the Adviser has been introduced to the Provider by a third party, an introducer fee may be payable to such third party by the Provider as the Provider may deem appropriate. The Provider does not accept responsibility for any conduct, action, representation or statement of such third party.

The Adviser also accepts that:

- (a) the third party shall not in any way be regarded as an agent or representative of the Provider and that the Provider accepts the Adviser as a client of the Provider only on the basis that the Provider does not accept and will accept no responsibility for any conduct, action, representation or statement of the third party;
 - (b) the third party may be receiving remuneration or an introducing fee from the Provider, which may share its fees, commissions and/or charges with the third party and any other third party or otherwise reward such third party for such introduction in relation to the Adviser;
 - (c) the third party may not be permitted to receive or deal with any money or property from the Adviser in relation to this introducing activity otherwise than as disclosed to the Provider;
 - (d) the third party is not permitted to use any trade names, trademarks, intellectual properties in relation to the Provider or distribute any advertising, promotional or marketing materials in relation to the Provider; and
 - (e) the third party is not authorised to make any representation that the third party is a representative or agent or enters into or concludes any transaction or contracts on behalf of the Provider.
7. The platforms, systems and electronic services provided by the Provider is provided "AS IS" on an "IS AVAILABLE" basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). The Provider Parties disclaim to the fullest extent permitted by Applicable Laws all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, being updated, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Without limiting the foregoing, the Provider Parties do not warrant that the services, functions contained in or access to the platforms, systems and electronic services provided by the Provider will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that these 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 thereof or use with any computer will not affect the functionality or performance. The Provider Parties are not responsible or liable for the deletion or failure to store any content maintained or posted by or through the platforms, systems and electronic services provided by the Provider or any transmission error, faulty or unreliable internet connection or website downtime.
8. The platforms, systems and electronic services provided by the Provider may contain links to other websites which are not maintained by the Provider Parties. Similarly, other websites may contain links to the platforms, systems and electronic services provided by the Provider. The Provider has no control over such sites and resources, and the Adviser acknowledges and agrees that the Provider Parties are 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. Any links to other websites are provided as a convenience to the Adviser and does not imply the Provider's endorsement of the linked website or association with their operators. The Provider Parties disclaim all responsibility and liability, direct or

indirect, for any damage or losses (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 risk of the Adviser.

9. The Adviser acknowledges there are certain security, corruption, transmission error and availability risks associated with using the platforms, systems and electronic services provided by the Provider and agrees, to the maximum extent permitted under Applicable Laws, to assume such risks. Without limiting the generality of the foregoing, the Adviser acknowledges and accepts, given the nature of electronic transactions and electronic telecommunication platforms, practical issues with and the risks of and in connection with using the platforms, systems and electronic services provided by the Provider, which include, but are not limited to:
- (a) delays in, failure of, or inability to access or use the platforms, systems and electronic services provided by the Provider due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
 - (b) loss, or errors in transmission, of data or information that may occur due to any cause whatsoever, including any failure of any electrical, electronic, computer, microprocessor, recording or communication system of the Provider;
 - (c) the need to conduct maintenance of the platform and/or system infrastructure from time to time, and any delay, failure, error or omission which may ensue therefrom; and
 - (d) the failure of any electronic security measures including, without limitation, filters, authentication processes and anti-virus software, whether or not for the protection of the integrity of the Platform, the privacy of information of the Adviser or otherwise;
 - (e) inaccuracies contained in information relating to the platforms, systems and electronic services provided by the Provider;
 - (f) unauthorized use of the platforms, systems and electronic services provided by the Provider;
 - (g) breach of security or unauthorized use of, corruption or transmission error associated with, the platforms, systems and electronic services provided by the Provider, including inability of the Adviser to keep its user account details, identification and/or authentication measures or passwords private;
 - (h) act or omission of telecommunications carriers, internet service providers or any other service providers;
 - (i) adverse consequences arising from exercise of or the right to exercise any of the rights of the Provider under this Agreement;
 - (j) adverse consequences arising from reliance by the Provider on information submitted by the Adviser to the Provider;
 - (k) adverse tax implications suffered by the Adviser as a result of using the platforms, systems and electronic services provided by the Provider or in connection with the Services;
 - (l) risks of loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment

including software; or

- (m) adverse consequences arising from events or circumstances beyond the reasonable control of the Provider.

and the Adviser agrees that the Provider Parties shall not bear any liability or losses of any kind, and the Adviser shall release the Provider Parties from any claim the Adviser may have, with regard to or referable to the above risks and any losses arising therefrom, regardless of whether the Provider Parties had been advised, or were aware of the possibility, of such risks.

10. The Adviser holds harmless, defends and indemnifies the Provider Parties from and against any and all claims, liabilities, and expenses including reasonable solicitor's fees, resulting from any losses, including expenses and legal or other professional fees for disputing or defending any action, claim or proceeding, which may be incurred or sustained by the Provider Parties (directly or indirectly) or which may be made against the Provider Parties in any jurisdiction as a result of or in connection with or arising out of: (i) use of the platforms, systems and electronic services provided by the Provider or the provision of the Services, (ii) operation of the platforms, systems and electronic services provided by the Provider or the provision of the Services, save where such losses are directly caused by the gross negligence or wilful default of the Provider Parties. Without prejudice to the generality of the foregoing, the Adviser shall hold harmless, defend and indemnify the Provider Parties for any losses which may be incurred or sustained by the Provider Parties (directly or indirectly), from:

- (a) any breach of, or non-compliance with, this Agreement by the Adviser;
- (b) any unauthorized use by any party of the access methods of the Adviser or the platforms, systems and electronic services provided by the Provider or any part thereof;
- (c) any failure or malfunction in the systems and access methods used by the Adviser in connection with the platforms, systems and electronic services provided by the Provider;
- (d) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorized access which have been introduced by the Adviser, which affects or causes the platforms, systems and electronic services provided by the Provider and/or hardware, software and/or other automated systems in relation thereto to fail or malfunction;
- (e) any information or documents furnished by the Adviser to the Provider, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided, or any omission of material facts and information by the Adviser which would render any information relied upon by the Provider to be misleading, inaccurate or incomplete;
- (f) the exercise of the rights of the Provider under this Agreement;
- (g) the Provider acting or relying on the instructions issued by the Adviser;
- (h) the Adviser's use or failure to use the platforms, systems and electronic services provided by the Provider; or
- (i) material comprised in the instructions issued by the Adviser or otherwise provided by the Adviser violating any Applicable Laws or third party rights including intellectual property rights.

11. The Adviser acknowledges and accepts that it is fully aware and expressly agrees that the use of the platforms, systems and electronic services provided by the Provider is subject to having all its relevant activities and information or data thereof monitored and recorded by the Provider where appropriate (as so deemed by the Provider). These activities may include but are not limited to the Adviser's mobile device identity or identification details, usage behaviour of platforms, systems and electronic services provided by the Provider, data synced, entered or logged with platforms, systems and electronic services provided by the Provider, links shared and location (for location, where permission is given by the Adviser). Emails and other communication sent to the Provider over the Internet cannot be guaranteed to be completely secure. Access to and use of the Adviser's email address and/or social media account/page is at the Adviser's own risk and subject to any terms and conditions applicable to such access/use. The Provider is not responsible for any damages incurred by the Adviser if the Adviser sends an email/message to the Provider or if the Provider sends an email/message to the Adviser at the Adviser's request, over the Internet.

I (the "**Adviser**") confirm having read and understood the **Terms & Conditions No. 2** entered into with F1gues Pte. Ltd. (the "**Provider**") and agrees to be bound by its terms and conditions, including all Schedules Hereto. I confirm my agreement and consent as below:

Agreement & Services (Clause 2)

- I confirm that the provision of Services by the Provider shall commence only after I have confirmed my engagement to the Provider and the Client has made payment of the relevant fees.
- I acknowledge that the Provider reserves the right to update and vary Schedule 1 (Services) from time to time with prior written notice to me.

Representations, Warranties & Undertakings (Clause 3)

- I warrant and represent that I am a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore, and that I am not in breach of any obligations or regulations as set out in the FAA or notifications from the Monetary Authority of Singapore.
- I agree to comply with all Applicable Laws and all relevant anti-bribery and anti-corruption laws in connection with the Services Agreement.
- I acknowledge and accept the waiver of claims against the Provider Parties save for those caused by their wilful conduct or gross negligence, and that none of the Provider Parties will be liable for any indirect, special, incidental, consequential, reliance or punitive damages.
- I acknowledge that any action or proceeding against the Provider Parties must be commenced within six (6) months of the cause of action's accrual, and I agree to be bound by the specific limitations of liability set out in Schedule 2.
- I acknowledge that the Provider does not owe any duty of care in tort to me (except in respect of any breach of the Agreement), and that I will provide no less than 45 days' prior written notice to the Provider before commencing any claim in tort or otherwise than for breach of contract.
- I agree to hold harmless, defend and indemnify the Provider Parties from and against any and all claims, liabilities, and expenses resulting from any breach of the Agreement by me or my actions or omissions.
- I consent to the Provider collecting, processing, using, disclosing, storing and transferring information about me in accordance with the Provider's Privacy Policy and Clause 3.8 of the Agreement.
- I agree to be bound by the non-solicitation obligations in Clause 3.11, including not soliciting customers, clients or employees of the Provider during the term of the Agreement and for 12 months thereafter, and not disclosing any confidential information derived in connection with

the Agreement during that period.

Termination (Clause 4)

- I understand that either Party may terminate this Agreement by giving at least 30 days' prior written notice, and that the Agreement may be terminated immediately upon the occurrence of insolvency events or material breach of representations, warranties and/or undertakings.

Confidentiality (Clause 16)

- I agree to treat as strictly confidential and not disclose any Confidential Information of the Provider received or obtained as a result of entering into this Agreement, except as expressly permitted under Clause 16.

Governing Law & Jurisdiction (Clause 18)

- I acknowledge that this Agreement is governed by and construed in accordance with the laws of the Republic of Singapore, and I submit to the exclusive jurisdiction of the Singapore courts.

Schedule 1 — Services

- I confirm that I shall register my intention with the Provider to use the App prior to use, and that I shall only use the App after I have been appointed by the Client and have accepted such appointment.
- I acknowledge that the Provider warrants the accuracy of its mathematical computations in the App based on input data I provide, but does not warrant the validity or viability of any recommendations and financial advice rendered by me.

Schedule 2 — Limitations of Liability & Terms of Use

- I acknowledge that the Services and platforms are provided "AS IS" on an "AS AVAILABLE" basis without any representations or warranties, and that the Provider Parties disclaim all express, implied and statutory warranties to the fullest extent permitted by law.
- I acknowledge and accept the security, corruption, transmission error and availability risks associated with using the Provider's platforms, systems and electronic services, and agree that the Provider Parties shall not bear any liability for losses arising from such risks.
- I agree to hold harmless, defend and indemnify the Provider Parties from and against any and all claims, liabilities, and expenses arising out of or in connection with my use of the platforms, systems and electronic services, as set out in Schedule 2, Clause 10.
I am aware and expressly agree that my use of the Provider's platforms, systems and electronic services is subject to having relevant activities and information monitored and recorded by the Provider where appropriate.

-----End of Terms & Conditions No. 2-----

TERMS AND CONDITIONS NO. 3

Provision of Services by FIGURES PTE. LTD.

These Terms and Conditions govern the provision of services by FIGURES PTE. LTD. (the "**Provider**") to your good self (the "**Client**") through a licensed representative. Please read the following terms carefully.

1. Acceptance of Services

The Client confirms agreement to and acceptance of the services (and the accompanying Terms and Conditions of the provision of such services) to be performed by the Provider pursuant to the services agreement entered into or to be entered into between the Provider and the Client (the "**Services Agreement**").

2. Appointment of Licensed Representative

The Client appoints a licensed representative (being a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore) for purposes of the Services Agreement. The licensed representative is hereby authorised to confirm this appointment to the Provider for commencement of the provision of services under the Services Agreement.

3. Authority of Licensed Representative

The licensed representative is further authorised to liaise with the Provider for all purposes under the Services Agreement and to obtain access for the Client to the services provided by the Provider under the Services Agreement.

4. Third Party Rights

Except in respect of the parties expressly conferred benefits under these Terms and Conditions, a person who is not party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term hereof, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

5. Governing Law and Jurisdiction

These Terms and Conditions shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore. The parties hereby submit to the exclusive jurisdiction of the Singapore courts.

CLIENT'S ACKNOWLEDGEMENT

I hereby confirm my agreement and consent as below.

- I have read, understood and agree to the Terms and Conditions set out above in their entirety.
- I confirm my agreement to and acceptance of the services to be performed by the Provider pursuant to the Services Agreement.
- I confirm the appointment of a licensed representative (being a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore) to act on my behalf under the Services Agreement, and authorise such representative to liaise with the Provider for all purposes under the Services Agreement.
- I acknowledge that these Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Singapore, and I submit to the exclusive jurisdiction of the Singapore courts.

Your licensed representative will be notified of his/her appointment by you. Following the acceptance of your appointment by the licensed representative, the Provider may commence its provision of services.

-----End of Terms & Conditions No. 3-----

TERMS AND CONDITIONS NO. 4

Provision of Services by FIGURES PTE. LTD.

These Terms and Conditions govern the provision of services by FIGURES PTE. LTD. (the "**Provider**") to your good self (the "**Client**") through a licensed representative. Please read the following terms carefully.

1. Acceptance of Services

The Client confirms agreement to and acceptance of the services (and the accompanying Terms and Conditions of the provision of such services) to be performed by the Provider pursuant to the services agreement entered into or to be entered into between the Provider and the Client (the "**Services Agreement**").

2. Appointment of Licensed Representative

The Client appoints a licensed representative (being a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore) for purposes of the Services Agreement. The licensed representative is hereby authorised to confirm this appointment to the Provider for commencement of the provision of services under the Services Agreement.

3. Authority of Licensed Representative

The licensed representative is further authorised to liaise with the Provider for all purposes under the Services Agreement and to obtain access for the Client to the services provided by the Provider under the Services Agreement.

4. Third Party Rights

Except in respect of the parties expressly conferred benefits under these Terms and Conditions, a person who is not party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term hereof, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

5. Governing Law and Jurisdiction

These Terms and Conditions shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore. The parties hereby submit to the exclusive jurisdiction of the Singapore courts.

CLIENT'S ACKNOWLEDGEMENT

I hereby confirm my agreement and consent as below.

- I have read, understood and agree to the Terms and Conditions set out above in their entirety.
- I confirm my agreement to and acceptance of the services to be performed by the Provider pursuant to the Services Agreement.
- I confirm the appointment of a licensed representative (being a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore) to act on my behalf under the Services Agreement, and authorise such representative to liaise with the Provider for all purposes under the Services Agreement.
- I acknowledge that these Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Singapore, and I submit to the exclusive jurisdiction of the Singapore courts.

Your Client has consented to the above Terms and Conditions to the provision of services by the Provider. You have been appointed by your Client as his/her licensed representative (being a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore) for the purposes of the Services Agreement, and you have been authorised by your Client to use services provided by the Provider.

I, being a licensed representative of a licensed or exempt financial adviser pursuant to the Financial Advisers Act 2001 of Singapore, hereby confirm that I have read, understood and agree to the above Terms and Conditions to the provision of services by the Provider and have accepted the appointment and authorisation by my Client to use the services provided by the Provider.

-----End of Terms & Conditions No. 4-----