

TERMS AND CONDITIONS

THIS IS AN IMPORTANT LEGAL DOCUMENT

Please read this Agreement carefully. The Customer is advised to fully understand the Customer's obligations and risks under this Agreement. If the Customer has any concerns with this Agreement, the Customer should consult a lawyer before entering into this Agreement.

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

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

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

1. GENERAL

- 1.1 The terms defined in Clause 23 and elsewhere in these Terms will have the meanings therein specified for the purpose of these Terms. Any reference to a Clause in these Terms is a reference to a Clause of these Terms.
- 1.2 In these Terms, any reference to any legal entity or individual person includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees. Expressions in the singular form include the plural and vice versa.
- 1.3 No rule of law or interpretation to the effect that an ambiguity in a document is to be construed against the party drafting or preparing a document shall apply in respect of these Terms.
- 1.4 Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).
- 1.5 The headings used in these Terms are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms.

2. SERVICES AND DISCLAIMERS

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

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

functionality, operability, accessibility, accuracy, correctness, reliability, up-to-dateness, timely dissemination, satisfactory quality, merchantability, fitness for a particular purpose (or lack thereof) of the Platform and the use of or reliance on all or any part of the information contained in this Platform, marketing material or any documentation that Capital Match prepares.

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

3. PERSONAL DATA PROTECTION

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

4. USE OF THE SERVICES

- 4.1 [Where the Customer is an Issuer,] by using Capital Match's Services, the Customer is giving Capital Match express permission to conduct assessments on the Customer and the

Customer's debtors and to contact any relevant authorities or private companies to ascertain, verify and confirm relevant information about the Customer and the Customer's debtors, including but not limited to any legal, operational or credit history.

- 4.2 Unless otherwise declared or disclosed to Capital Match, the Customer represents and warrants that the Customer has not and will not obtain other financing from another bank or financial institution and that the underlying transactions to the Customer's application are genuine. The Customer undertake to furnish Capital Match for inspection all relevant original documents in support thereof at Capital Match's request.
- 4.3 Capital Match will take reasonable care to ensure that information or documents provided by the Customer is not revealed or disclosed to any third party to any third parties other than where the Customer has given the Customer's written consent. However, the Customer authorises Capital Match to disclose information relating to the Customer where Capital Match is obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where Capital Match reasonably thinks necessary in order to give effect to the Customer's application or request.

5. INVESTMENT ACTIVITIES

- 5.1 Where the Customer is an Investor, the investment activities may include but are not limited to entering into factoring agreements to which the Customer has committed to on the Platform (all of which transactions referred to as "**Financial Transactions**"). **The Investor hereby acknowledges that his principal is at risk and that he may sustain a partial or total loss of the original amount he had invested.**
- 5.2 As a user registered on the Platform, the Investor will then, *inter alia*, be able to:
- (a) view a fact sheet in respect of the Financial Transactions; and
 - (b) make offers to enter into the Financials Transactions on the Platform.
- 5.3 In respect of the Financial Transactions, the Investor understand and agree that Capital Match will disclose the identity of the debtors in respect of the relevant invoice(s) in the fact sheet but will keep the identity of the clients who have assigned the said invoices confidential. The Investor may, however, review and inspect the documents relating to the Financial Transactions including related notices, reports and other documents, at Capital Match's office during business hours, upon Capital Match's receipt of a written request.
- 5.4 Each Investor can offer to enter into a Financial Transaction by pledging a minimum of S\$1,000, up to a maximum of the requested amount on the Platform. Offers from Investors to enter into a Financial Transaction will be accepted on a first come first serve basis. Capital Match and/or the Company, however, reserves the right to reject the Investor's offer to enter into any Financial Transaction. Should any of the Investors first considered become subsequently unable to enter into the Financial Transaction, then Capital Match may contact other potential Investors who have pledged funds.
- 5.5 Once Capital Match and/or the Company accepts the Investor's offer to enter into the Financial Transaction, the Investor is obligated to effect the transfer of funds the Investor has pledged on the Platform by way of a cheque, cashier's order or bank transfer to the bank account operated by Capital Match or the Custodian Account, if applicable, and sign, if any, relevant agreements and any related documents to effect such transaction within the stipulated timeframe communicated in writing to the Investors by Capital Match. Each Investor agrees that failure on its part to effect the transfer of pledged funds within that timeframe or to sign any relevant

documents will attract a fee of 1% of the funds pledged, subject to the minimum amount of S\$100. Capital Match reserves the right to waive this fee if it believes that the Investor had made an unintentional mistake, or that it was made in extenuating circumstances. By pledging funds to enter into the Financial Transactions on the Platform, the Investor authorizes Capital Match or the Custodian, if applicable, to make payments for the Investor's pledges to the counterparties of the Financial Transactions from the Investor's monies held by Capital Match or in the Custodian Account, where applicable.

- 5.6 The Financial Transactions cannot be cancelled or withdrawn. There is currently no secondary market on Capital Match where products can be sold so the Investor will not be able to liquidate the Investor's investments.
- 5.7 Unless prior written consent is obtained from Capital Match, the Investor is required to and represents that, prior to entering into the Financial Transactions, the Investor has entered into an agency appointment agreement with Capital Match. Capital Match reserves the right to enter into the Financial Transactions on behalf of the Investor as its exclusive agent in respect of the matters including but not limited to the execution of the documents related to the Financial Transactions and the management and administration associated with such Financial Transactions. All the covenants, conditions and agreements contained in the agency appointment agreement are hereby made a part of this Agreement to the same extent and with the same force as if fully set forth herein.

6. FEES AND CHARGES

- 6.1 In consideration of Capital Match providing such services as set out in this Agreement, the Agency Agreement and/or under the Financial Transactions, the Investor hereby agrees and undertakes to:
- (a) pay Capital Match such fees and charges notified by Capital Match to the Investor from time to time on the Platform; and
 - (b) make payment of the said fees and charges at such times and in the manner specified by Capital Match.
- 6.2 The Investor further agrees to pay any fees and charges as may be charged by the appointed custodian, sub-custodian or nominee from time to time for the custodian and/or nominee services hereunder or in connection with the Financial Transactions, including all expenses incurred by the nominee or the nominee's agents.
- 6.3 The Investor hereby agrees that:
- (a) Capital Match shall be entitled to retain out of any payments made by a customer pursuant to the Financial Transactions such amounts equivalent to the fees and charges referred to in Clauses 6.1 and 6.2 above in payment of the said fees and charges from time to time and where applicable, Capital Match is authorised to pay (out of the retained amounts) the said fees and charges to the appointed custodian, sub-custodian or nominee under Clause 6.2 above from time to time; and
 - (b) in relation to Clause 6.3(a) above, Capital Match is authorised to make such deductions from the Investor's Custodian Account.

7. AUTO FUNDING

Investors may automate their investments with Capital Match by activating the Auto Funding feature on the Platform. On activation of such feature, the Investor's funds held by Capital Match or in the Custodian Account, if applicable, will be automatically invested in facilities that

meet the investment parameters set by the Investor on the Platform in default amounts of S\$1,000 per Financial Transaction, unless otherwise set by the Investor on the Platform, except where there is an oversubscription into a Financial Transaction, whereupon amounts of less than S\$1,000 per Financial Transaction will be automatically invested.

8. WITHHOLDING TAX

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

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

9. REPRESENTATIONS AND WARRANTIES

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

- (a) the Customer is of sound mind, legal age and legal competence or, if the Customer is a legal entity, it is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation, and in good standing, if relevant under such laws, (as the case may be);
- (b) the Customer has the legal capacity or the power (as the case may be) to enter into and deliver this Agreement and to perform the Customer's obligations under this Agreement and the Customer has taken all necessary action to authorise its entry into, delivery and performance of this Agreement;
- (c) the obligations expressed to be assumed by the Customer in this Agreement constitute the legal, valid, binding and enforceable obligations of the Customer;
- (d) any information contained in or provided by the Customer to Capital Match is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated;
- (e) there is no action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator (whether pending or threatened) that is likely to affect the legality, validity or enforceability of this Agreement or affect the Customer's ability to perform its obligations;
- (f) the Customer is solvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (g) it is fully aware and accepts the risks arising from its participation in the Financial Transactions;
- (h) it has entered into the documents related to the Financial Transactions relying on its own independent judgment and it is solely responsible for ensuring that it has carefully considered whether doing so is suitable for it in light of its investment objectives, financial situation and condition, risk appetite and investment and particular needs; and

- (i) it has not and will not make use of the Platform for any illegal or improper purpose (including for purposes of effecting money-laundering operations).

10. FORCE MAJEURE

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

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotions or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) fire, explosion or accidental damage;
- (f) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water;
- (h) any labour disputes, including but not limited to strikes, industrial action or lockouts;
- (i) any interruption to the Platform or Services outside the reasonable control of Capital Match; and
- (j) acts of any government or authority.

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

11. AUTHORISATIONS, ACKNOWLEDGEMENTS AND OTHER OBLIGATIONS

11.1 The Customer authorises Capital Match and/or its agents to:

- (a) conduct credit checks on the Customer;
- (b) obtain and verify any information about the Customer as Capital Match may in its sole and absolute discretion deem fit and the Customer authorises all sources to which Capital Match may apply to provide any information which Capital Match may require in connection with a Financial Transaction;

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

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

11.3 The Customers must provide Capital Match and/or the custodian trustee with all information and assistance reasonably required to perform their respective obligations.

12. INDEMNITY

12.1 Without prejudice to any other provisions under this Agreement, the Customer agrees to indemnify, defend and hold harmless Capital Match and its Officers, members, representatives, parent(s), subsidiaries, affiliates, agents, partners, administrators, predecessor and successor entities, and assigns (collectively, the "**Indemnified Parties**") at all times and keep the Indemnified Parties indemnified against all actions, proceedings, losses (whether direct, indirect or consequential), loss of profit (whether revenue or anticipated profits), damages (whether in tort, contract or otherwise) taxes, expenses, costs, claims, demands and liabilities whatsoever (present, future, contingent or otherwise and including legal fees on a full indemnity basis) and howsoever arising, including without limitation claims made by third parties and claims for defamation, infringement of intellectual party rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which may be sustained, suffered or incurred by the Indemnified Parties as a result of, arising from or in connection with the exercise of Capital Match's rights hereunder, the Customer's use of the Platform and/or Services, whether or not such access or use was authorised or whether it was due to any act or omission on its part, the breach of this Agreement by the Customer, the violation by the Customer of any rights

of another person or entity, any failure to comply with any data protection or privacy laws or the breach by the Customer of any statutory requirement, duty or law.

13. EXCLUSION AND LIMITATION OF LIABILITY

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

- (a) any delay or inability to use the Platform, Services, or the Custodian's services;
- (b) any delay or inability of Capital Match to collect payments on the Services to the Customer;
- (c) the Custodian's provision of or failure to provide its services;
- (d) the provision of or failure to provide the Platform or Services;
- (e) any information, data, software, products, services and related graphics obtained through the Platform, Services or from the Custodian;
- (f) any reliance on any statement, opinion, representation or information on the Platform, Services or the Custodian's services;
- (g) the inability of the Customers to have its requests for funds fully satisfied through the Platform; and
- (h) otherwise arising out of or in connection with this Agreement.

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

14. CONCLUSIVE EVIDENCE

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

15. CUSTODIAN TRUSTEE

- 15.1 This Clause 15 is applicable only where custodial services are used in conjunction with Capital Match's Services.
- 15.2 The Investor hereby agree to appoint Watiga Trust to open and operate a custodian account ("**Custodian Account**") for the purpose of holding monies on the Investor's behalf and acting as custodian of such monies in accordance with the Custodian Trust Agreement. The Investor agrees to be named as a Purchaser listed in schedule 3 of the Custodian Trust Agreement and become a party thereto.
- 15.3 The Investor hereby agrees to pay such service charges, administrative fees, custodian fees, transaction fees and other bank charges and fees whatsoever relating to the Custodian Account as Capital Match shall prescribe from time to time and set out on the Platform. The Investor hereby authorises Watiga Trust to deduct said fees from the Custodian Account.
- 15.4 In the event of inconsistency between this Agreement and the Custodian Trust Agreement with respect to custodian trusteeship services, the Custodian Trust Agreement shall prevail.
- 15.5 The Custodian Trust Agreement will be made available by Capital Match to the Investor for the Investor's review and inspection, at the offices of Capital Match during business hours, upon Capital Match's receipt of a written request.
- 15.6 Capital Match shall not be responsible for the conduct of or be liable for any act, omission, default, breach or the insolvency of the Custodian and/or its agents in providing custodial services, where the Custodian is appointed in good faith.

16. RELATIONSHIP OF PARTIES

Nothing herein shall be construed to create a partnership, joint venture or employment relationship.

17. THIRD PARTY RIGHTS

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

18. TIME OF ESSENCE

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

19. REMEDIES

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

20. NO WAIVER OF RIGHTS

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

21. AMENDMENTS

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

22. GOVERNING LAW AND JURISDICTION

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

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

23. DEFINITIONS

23.1 **Agency Agreement** means the agency agreement entered into between Capital Match and the Investor;

23.2 **Company** means the company that is factoring its invoice(s) on the Platform;

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

23.4 **Custodian Account** has the meaning specified in Clause 15.2;

23.5 **Customer** means the Investor, the Company or any other user of the Platform;

23.6 **Fees** has the meaning specified in Clause 6.3;

23.7 **Financial Transactions** has the meaning specified in Clause 5.1;

23.8 **Indemnified Parties** has the meaning specified in Clause 12.1;

23.9 **Investor** means the person who is purchasing the factored invoice(s) on the Platform;

23.10 **Law** means all applicable laws, rules and regulation of Singapore where the Financial Transaction takes place and constitution, rules, regulations, rulings, interpretations, customs, usages, protocols of governmental bodies and self-regulatory organisations;

23.11 **Officer** in relation to Capital Match means any director, officer, or employee of Capital Match;

- 23.12 **Platform** means <http://www.capital-match.com/>;
- 23.13 **Services** means services provided by Capital Match, which includes but is not limited to invoice factoring services;
- 23.14 **SFA** means the Securities and Futures Act (Chapter 289 of Singapore); and
- 23.15 **Terms** means these Terms and Conditions as may be revised, amended or supplemented from time to time, which expression shall where the context so admits, include any one of them.