

For MYR Equity Crowdfunding Users

MEMBERSHIP AGREEMENT WITH INVESTOR

THIS MEMBERSHIP AGREEMENT (THE "AGREEMENT") IS MADE BETWEEN:

- A. (Company no.: 1167870-D), a company incorporated in Malaysia with its registered address at No. 5-9A The Boulevard Offices, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia ("**Crowdo**", "**us**", "**we**" or "**our**"); and
- B. You, as the user of the Platform (as defined herein) who has indicated an intention to consider subscribing for or acquiring shares/ interests in one or more Issuer (as defined below) through the Platform as an investor ("Investor").

Recitals

- A. Crowdo has been approved by the Securities Commission Malaysia to be a recognised market operator (equity crowdfunding platform) in Malaysia under Section 34 of CMSA (as defined below).
- B. Crowdo is the operator of the Platform and the registered proprietor of the trademarks, "Crowdonomic" and "Crowdo" ("Trademarks") in Malaysia.

1. Introduction

This Agreement sets out the terms and relationship between Crowdo and you. Please read this Agreement carefully, and we strongly advise you to keep a printed or electronically stored copy of this Agreement for your future reference.

2. Definitions and Interpretation

2.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

CMSA	means the Malaysian Capital Markets Services Act 2007;
Disclaimer	means the disclaimer available at this page ;
Escrow Account	means trust account held by the Escrow Agent in accordance to the terms and conditions of the Escrow Agreement;
Escrow Agent	means TMF Trustee Malaysia Berhad (Company No. 610812-W);
Escrow Agreement	means the escrow agreement entered into between Crowdo, Escrow Agent and the Issuer;

Foreign Investors	means, Investors who are not resident in Malaysia;
Issuer	means, the Member who uses the Platform to seek capital for a company or venture capital fund;
Member	means, eligible and existing member of the Platform, whose membership has been approved by Crowdo and has not been terminated and/or suspended under this Agreement;
Offer	means, any invitation to make bids for shares in a company to potential investors through the Platform;
Platform	means, the equity crowdfunding platform operated by Crowdo which includes the Website;
Platform Agreements	means Terms of Website Use, Privacy Notice, Disclaimer and Risk Warning;
Privacy Notice	means the privacy notice available at this page ;
Risk Warning	means the risk warning available at this page ;
SC	means the Securities Commission Malaysia;
Terms of Website Use	means the terms and conditions available at this page ; and
Website	means the website currently hosted at the domain crowdo.com and all pages at sub-domains thereof and may, ' from time to time hereafter, include pages hosted at other domains and identified by us.

2.2 In this Agreement, unless the context otherwise requires:

- A. subject to the above, expressions used in this Agreement shall, where the context permits, have the same meaning as in the CMSA ;
- B. unless the context requires otherwise, words in the singular include the plural and vice versa, and use of the masculine includes the feminine and neuter and vice versa;
- C. the word "including" or "includes" is not exclusive, so it should be read as if followed by the words "without limitation";

- D. references to a specific clause mean a clause of this Agreement unless otherwise stated;
- E. any use of the terms "you must", "you shall", "you may only", "you may not" or similar terms mean that, in executing this Agreement, you expressly agree to be bound by whatever action or commitment such terms reference; and
- F. references to times of day are to Kuala Lumpur time and references to a day are to a period of 24 hours running from midnight on the previous day.

3. This Agreement

3.1

Status. This Agreement is a binding contract between you and us, and it sets out your and our rights and obligations with respect to your membership with this Platform and your use of the Platform. In executing this Agreement, you are indicating that you agree to adhere to, and be bound by, all of its terms.

3.2

Relationship to Other Agreements. The information and terms of this Agreement are not exhaustive and there are other sources of information relating to these processes which can be found in other documents on the Platform. In particular, by using the Platform, you shall be deemed to have agreed to the Platform Agreements. The terms of this Agreement will prevail over the terms of any agreement to which you agreed before this Agreement (including Platform Agreements which may change from time to time).

3.3

Amendments. We may choose to amend this Agreement from time to time. If we choose to amend the Agreement in a manner that affects any of your substantive rights, we will promptly notify you of the amendment. Such notification may occur by email, by notice to you when you log onto the Platform or by other means. If we provide you such notice and you do not object to an amendment by the means given in the notice prior to the amendment taking effect, you shall be deemed to have agreed to the amendment. If you object to an amendment, such amendment will not be effective with respect to you, but your rejection shall be deemed to constitute your notice of termination of your membership in accordance with Clause 12.1.

3.4

Purpose. Part of the purpose of this Agreement is to meet legal obligations imposed on us under the relevant legislation and under the terms and conditions of the equity crowdfunding registration which has approved by the SC, and also to inform you of various processes in relation to the investment through the Platform.

4. Eligibility for General Membership and Investor Membership

4.1 Joining as a General Member.

- A. To become a General Member of the Platform, you need to fill in the registration form in the Signup (insert hyperlink) or Join Us (insert hyperlink) section(s), and give your name, username and email address and select a password. In so doing you also need

to agree to accept all the terms in the Platform Agreements. You will then be treated by us as a Member and you will be given restricted access to the Platform and you will not have right to make investment via the Platform. That means that you will only be given restricted right to review certain details of the current Offers.

- B. An individual member has to be a natural person who is 18 years old or above.
- C. You are allowed to create multiple membership types per account. However, you are not allowed to create multiple accounts for a single membership type using different email addresses of other identifying information.
- D. You must treat your username and password used for this Platform as confidential, and you must not disclose it to any third party.

4.2 Joining as an Investor Member.

A. In accordance with the SC's requirements, the following three separate tiers of Investor Members are allowed to participate and invest in the Offers:

Investor Tiers	Sophisticated Investors	Angel Investors	Retail Investors
Eligibility	Malaysia Tax Residents: Institutional Investor with minimum net assets of RM10 million and High Net Worth Individuals with total wealth or net personal assets of RM3 million and above (either RM or foreign currency equivalents), Non-Malaysia Tax Residents: Same definition as above in foreign currency equivalents	Registered member of Malaysia Business Angel Network	Other Investors
Investment Limit	Unlimited	Max of RM 500,000 (or its foreign currency equivalents) within 12 month period	Max of RM 5,000 per issuer and not more than RM 50,000 (or its foreign currency equivalents) within 12 month period

B. In order to join as an Investor Member under the Platform, you must do the following:

- A. accept all terms in the Platform Agreements;

- B. complete the online self-declaration process as the applicable Investor tier, being "Sophisticated Investor", "Angel Investor" or "Retail Investor" as described in the table above.

By executing this Agreement, you warrant that such self-declaration are truthful and genuinely apply to you. From time to time we have the rights to ask you to confirm such self-declaration; and

- C. satisfactorily complete any information required by us. By doing so, you will need to provide certain personal information about yourself for us to verify your eligibility. For example, the information which you will need to give us during the registration process for being an Investor Member may include the following:

	For Individual Investors	For Institutional Investors
1.	Full name (and any previous names) , residential address (which need not be in Malaysia), date of birth and country of residence	Corporate document, fund identification documents for institutional investors (i.e. document of incorporation/ registration, register of directors)
2.	Personal identification documents (i.e. passport or NRIC)	Corporate contact information such as email and/ or phone numbers
3.	Personal contact information such as email and/ or phone numbers	Corporate bank account for investment purposes under this Platform.
4.	Personal bank account for investment purposes under this Platform.	Sources of the monies you use to invest via the Platform (ifrequired).
5.	Sources of the monies you use to invest via the Platform (ifrequired).	

We reserve the right to request for further information which is relevant for the use and services of the Platform from you from time to time.

C. Notwithstanding the above, the decision whether to authorise you to act as an Investor Member under the Platform is entirely ours and the decision may be made by us for any reason or at no reason. We will not be liable to you for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs arising from our decision not to authorise or permit you to be an Investor Member of the Platform.

D. On becoming an Investor Member, you will be able to view majority of the Offers on the Platform. However, some Offers may be reserved for specific or restricted group of investors at our discretion.

4.3 Foreign Investor. Crowdo is not making any Offer outside Malaysia. However, an Investor does not need to be resident in Malaysia to be eligible to invest through the Platform. Foreign Investors themselves are wholly responsible for complying with all laws in their country of residence or from which they may access the Platform and Crowdo accepts no responsibility for any breach of such laws.

Most overseas countries have securities laws which regulate the offering of financial products such as securities to the public, and no Offer is made through the Platform or may be accepted by any Foreign Investor if to do so constitute a breach of any such law or if to do so trigger any filing/ registration/ approval requirement.

4.4 Obligation of Investor Member. All Investors, by accessing the Website (whether from within or outside Malaysia or resident within or outside Malaysia), shall be deemed to represent to Crowdo and its directors, on each occasion the Website is accessed and/ or any moneys are invested, that you are doing so in compliance with all applicable laws, and all information provided is accurate, complete and up-to-date, and you shall be liable in damages accordingly for any costs or losses suffered by Crowdo or any of its directors as a result of any such non-compliance or alleged non-compliance.

4.5 Change of Information. You agree to notify us should any of the details which you have provided to us have changed. This is particularly important for any change in email address, as email is the principal medium of communication from Crowdo to you.

4.6 Ceasing to be Eligible. You must inform us as soon as reasonably practicable if you cease to be eligible to be a Member or an Investor Member. If that happens, your membership will be suspended in accordance with Clause 12.3. If you later become eligible to be a Member or an Investor Member and inform us of this, your membership may be reinstated.

5. Our Relationship with You

5.1 Investor Membership. Upon execution of this Agreement, you will become an Investor Member under the Platform, and you will remain an Investor Member until and unless your membership is terminated or suspended in accordance with Clause 12.

In becoming an Investor Member, you confirm that we have not solicited for your membership or your investment and that you have visited this Platform at your own volition.

5.2 Client. If and to the extent that you make an investment through the Platform, you are our client, and we will treat you as our client for all purposes related to the particular investment.

5.3 No Advice. We do not provide advice with respect to any aspect of transactions conducted through the Platform, other than advice on the technical use of the Platform. This means, among other things, that we cannot give you any investment, legal, taxation or other advice in connection with your membership or any investments you make through the Platform, and nothing on the Platform or in any communications we send to you is intended to constitute advice. If you need or want advice, you should consult an appropriate professional financial, legal, taxation or other adviser.

5.4 Location of Activities. In executing this Agreement, you agree that all of the activities that we conduct with you take place within Malaysia, regardless of where you may be physically located at the time you use the Platform or otherwise engage with us. This means that you agree that our activities are subject only to the laws of Malaysia and not to the laws of any other country in which you may be physically present at any given time, and therefore that any redress you may seek from us in any circumstances must be sought under Malaysia law.

However, you agree to comply with all relevant laws and regulations that may apply to your use of this Platform in any jurisdiction in which you may be located.

6. The Platform

6.1 Role. Your interactions with us and with other Members under the Platform will take place almost entirely through the Platform. As an investor, you will use the Platform to view Offers, to interact with the Issuers via private messaging tool on the Platform, and/ or make investments.

There are certain exceptions where we may interact with you, or you may interact with other Members, via direct email, telephone or in person, but in general you should expect that you will not be able to communicate with us or with other Members via any means other than the Platform. If you are uncomfortable using the Platform for these interactions, you should not execute this Agreement and become a Member.

6.2 Interactions with Other Members. You are solely responsible for your interactions with other Members through the Platform or through any other means. We reserve the right, but are not obliged, to monitor actions and disputes between you and other Members.

6.3 Enquiries and Complaints. Should you have any enquiries or wish to lodge any complaint, please contact enquiry@crowdo.com. All enquiries/ complaints will be handled by our designated officers.

7. The Investment Process

7.1 Offers. If you become an Investor Member, upon logging onto the Platform you will be able to view the companies available for investment. You will initially see summary information about the Issuers that are currently seeking capital through the Platform, and we refer to this information as the "Offer Summary". You can click through any Offer Summary to see additional information about the Issuer, which we refer to as the "Offer Details". The Offer Details is the information upon which you will make an investment decision with respect to the Issuer. All Offers (including an Offer Summary and an Offer Details) on the Platform are created by the Issuer.

7.2 Our Review and Approval. We have reviewed every Offer that you see on the Platform and we have approved its contents as of a specified date as a financial promotion. This means that for factual statements we have reviewed evidence of their accuracy, and that for aspirational statements or statements of opinion or belief we believe they are phrased appropriately in light of their speculative or subjective nature. You should note that in the case of factual statements, the evidence we review is provided by the Issuer and while we take reasonable care in our review we do not audit it, which means that we may not be able to, and will not be liable if we fail to, identify forged or altered evidence or information or deliberately misleading or inaccurate statements (other than by reason of our wilful default or fraud). You should further note that in the case of aspirational statements or statements of opinion or belief, the nature of early-stage companies is such that they are likely to have high ambitions, and we may approve statements that convey those ambitions even where we do not have a view on whether it is likely that they will be fully realised, and approval does not convey a belief on our part that it is likely that they will be fully realised.

7.3 No Recommendation, No Reliance on Other Information. Our approval of an Offer, as described in Clause 7.2, does not mean that we are recommending that you make an investment in the Issuer, that we believe the Issuer is likely to be successful or that we take any responsibility or will in any way be liable to you if the Issuer is not successful. The investment decision with respect to any investment through the Platform is yours and yours alone. Other than what is contained in the Offer, we have not reviewed or approved any information about the Issuer, including any information discussed in the

Q&A section that accompanies an Issuer's Offer or on websites that are linked to from the Offer (such as, without limitation, the website for the Issuer or the social media profiles of entrepreneurs or of the Issuer itself), and you may not rely on any such information in making your investment decision.

7.4 Confidentiality and Appropriate Use of Offers. Offers are presented on the Platform in order for you to make your investment decisions and not for any other purpose. You may not use it in any way (a) to compete with or otherwise impede the success of the relevant company; or (b) to solicit employees, customers or suppliers of the companies, and if you do so we may bring an action against you for any damage you have caused to our reputation, to our business or otherwise.

7.5 Issuer. The SC requires the Issuer to be a private limited company or venture capital fund. As Investor Members are numerous, all Investor Members who are investing in an Issuer will be (a) the direct shareholder or partner (as the case may be) of the Issuer; (b) the shareholder of an investment holding company/vehicle/entity which holds shares/ interests in the Issuer; or (c) the indirect shareholder through any other nominee or trust structure, which are decided by the Issuer and/or Crowdo as being appropriate in the circumstances.

7.6 Selecting Investments. After reviewing an Offer, you may choose to make an investment in the Issuer by clicking on the appropriate button and you will be asked to indicate how much you would like to invest. You shall make payment for your investment immediately via an online payment solution, or within 6 business days after making your investment via cheques/ banker's cheques, which the payment methods and details are available in [insert hyperlink]; In the event that you fail to do so in due time, you will be deemed not to have made any investment. In the event that you have paid using debit card, you will only be considered to have made payment upon website confirmation that your investment amount has been blocked/withheld.

7.7 Escrow Arrangement.

a. Transfer to Escrow Account

- i. When you made payment for your investment by online banking and/ or by manual submission (cheque or banker's cheque), your investment funds will be transferred directly into the Escrow Account and you agree that such investment funds shall continue to be placed in the Escrow Account pending Completion (as defined in Clause 7.10 below).
- ii. When you made payment for your investment by debit card, you agree that such amount of your investment shall be withheld/ blocked from the total sum in your bank account pending the expiry of Cooling-off period and it will only be transferred to the Escrow Account upon expiry of the Cooling-off Period. You agree that such investment funds shall continue to be placed in the Escrow Account pending Completion (as defined in Clause 7.10 below).

b. Refund to the Investor(s)

In the event that the Offer does not proceed or such investment/ Offer is cancelled according to the terms of this Agreement, (i) any investment funds in the Escrow Account will be returned to your nominated account without any interest and after deduction of any transaction fee(s) and/ or exchange rate loss; or (ii) in the event that the payment is made by debit card and the investment fund has not been transferred to the Escrow Account, such amount of your investment shall no longer be withheld/ blocked from the total sum in your bank account.

7.8 Cooling-off Period. The cooling-off period is 6 business days from the day we confirm the payment of your investment funds. During the cooling-off period, (a) you are allowed to withdraw the

investment funds and cancel the investment by notifying us in accordance with Clause 21; and (b) the Issuer is allowed to reject the investment and the investment funds from you as well.

7.9 Material Adverse Changes. The following will constitute a Material Adverse Change:

- a. the discovery of a false or misleading statement in the disclosure document in relation to the Offer;
- b. the discovery of a material omission of information required to be included in the disclosure document;
- c. there is a material change or development in the circumstances relating to the Offer and the Issuer; or
- d. revision of valuation during or after close of the Offer period but before confirmation of success of fund raising and funds are transferred to the Issuer.

In the event of a Material Adverse Change, the Investors will be given an opt-out option within 14 calendar days from the day that the Investor receives email notification from us of the event of Material Adverse Change. In the event the 14th calendar day lands on a weekend or a public holiday, the opt-out option will last until the end of business (5pm UTC + 8) of the first following business day in Malaysia.

If the Material Adverse Change (a) happens less than 14 calendar days before the expiry date of the Offer period; or (b) happens after the closing of the Offer period but before the our decision whether to continue with the fund raising, confirmation of success of fund raising and funds are transferred to the Issuer (as the case may be, which we will determine at our discretion), the participating Investors will be immediately notified and the Offer period will be extended by 14 calendar days in the case of (a); and our decision whether to continue with the fund raising, the confirmation of success of fund raising and funds transfer to the Issuer (as the case may be, which we will determine at our discretion) will be delayed for a further 14 calendar days from the date of notification in case of (b). In the event we decide not to proceed with the fund raising, your investments will be refunded in accordance with Clause 7.7(b).

7.10 The Completion. The Completion will take place only after the following conditions have been satisfied:

- a. all the transfers of funds have been verified by us;
- b. Offer target has been achieved before/ upon the expiry of the Offer period;
- c. there is no ongoing Material Adverse Change;
- d. the Issuer has completed all required due diligence activities; and
- e. the 6 business days Cooling-off Period of all the Investors have expired.

Upon Completion, all the investment funds in the Escrow Account will be released to the Issuer after the Escrow Agent's receipt of the written confirmation issued by Crowdo in accordance with terms and conditions of the Escrow Agreement.

7.11 Execution and Commitment. Upon Completion, the final step for your investment will be to become a direct shareholder in the Issuer, a shareholder of an investment holding company/vehicle/entity which holds shares/ interests in the Issuer or an indirect shareholder through a nominee or trust arrangement (as the case may be). We will provide you with written documents for completion (for example, the Articles of Association of the Issuer, share certificate, shareholders agreement, limited liability partnership agreement, nominee agreement or such document which

reflects the nature of your shareholdings/ interest in the Issuer) for your record through the means provided on the Platform.

Upon Completion, your relationship with the Issuer, other Investor Members, and the board of directors (if relevant), will be regulated by the Articles of Association of the Issuer, the shareholders' agreement, limited liability partnership agreement, nominee agreement or such other document which reflects the nature of your shareholdings/interest in the Issuer.

7.12 Multiple Investments. Maintenance of the investment limit as described in the table set out in Clause 4.2 is the sole responsibility of the Investor Member.

Subject to the investment limit, you may invest multiple times in the same business if you so choose. In order to do so, you will need to repeat the process described above.

8. Risk Warnings

8.1 Loss of Capital. Most early-stage businesses fail, and if you invest in an Issuer through the Platform, it is significantly more likely that you will lose all of your invested capital than that you will see return of capital or a profit. If an Issuer you invest in fails, neither the Issuer nor the Platform will pay back your investment. You should not invest more money through the Platform than you can afford to lose without altering your standard of living.

8.2 Investment Risk. You should note that an investment in an Issuer on the Platform is subject to market condition and there can be no assurance that any appreciation in value will occur. The value of investments and the income from them can fluctuate and may fall and there is no certainty that an Investor will get back any part of his investment. Any investment made in an Issuer on the Platform should be viewed as a long term and illiquid investment.

Investors' interests are unsecured and rank subordinate to the interests of all creditors. In the event that an Issuer becomes unable to meet its debts as they fall due, investors may realize less than their original investment. The price which Investors may realize for their investments and the timing of any such realization may be influenced by a large number of factors, some of which are specific to the investment and others of which are extraneous. The ability of an Investor to sell shares/ interests will depend on there being a willing buyer for such shares/ interests at an acceptable price. Consequently, it might be difficult for an Investor to realize his investment.

8.3 Rarity of Dividends. Start-ups rarely pay dividends. This means that if you invest in an Issuer on the Platform, even if it is successful you are unlikely to see any return of capital or profit until you are able to sell your shares/ interests in the Issuer. Even for a successful business, this is unlikely to occur for a number of years from the time you make your investment.

8.4 Dilution. Any (direct or indirect) investment you make in an Issuer on the Platform is likely to be subject to dilution. This means that if the Issuer raises additional capital at a later date, it will issue new shares in the Issuer to the new or existing investors, and the percentage of the shares of the Issuer that you (directly or indirectly) own may decline even if your (direct or indirect) shareholding in the Issuer remains the same.

The new shares may also have certain preferential rights to dividends, sale proceeds and other matters, and the exercise of these rights may work to your disadvantage. Your investment may also be subject

to dilution as a result of the grant of options (or similar rights to acquire shares) to employees of, service providers to, or certain other parties connected with, the Issuer.

8.5 Lack of Operating History. Many Issuers are recently formed entities and have no substantive operating history upon which prospective investors can evaluate likely performance.

8.6 Diversification. Investing in start-ups may be done as part of a diversified portfolio. This means that you may invest relatively small amounts in multiple businesses rather than a lot in one or two businesses. It also means that you may invest only a small proportion of your investable capital in start-ups as an asset class, with the majority of your investable capital invested in safer, more liquid assets.

8.7 Dependence on the Directors. The success of many Issuers will depend in part upon the ability of their directors/promoters to develop and maintain a strategy that achieves the Issuer's investment objectives.

8.8 Limited Liquidity. Shares/ interests in Issuers are not and will not be listed on a recognised market in the short to medium term and a secondary market in such shares/ interests is not expected to develop.

Even successful companies rarely list shares on such an exchange. Consequently, it may be difficult for an Investor to sell shares and investors may receive less than the amount invested. Share prices may also be subject to fluctuation.

8.9 Past performance. Past performance is not a reliable indicator of future performance. You should not rely on any past performance as a guarantee of future investment performance.

8.10 Forecasts. Forecasts are not a reliable indicator of future performance. This list of risk factors does not purport to be a complete enumeration or explanation of the risks involved. You should read the relevant Issuer's Offer documents in their entirety and consult with their own advisers before deciding whether to invest.

8.11 Independent Financial Advisor. If you are unsure about any aspect of the information provided by the Issuer, you should seek advice from an independent financial advisor. Should you choose to place an investment in an Issuer that has provided information about that investment on the Platform; you will have done this of your own volition and without relying on any information on the Platform.

9. Taxation

Depending on your individual tax position, you may be liable to pay taxes on any dividends or gains you receive from your investments. Payment of these taxes is entirely your responsibility, and save as required by Malaysian law we will not deduct or withhold any taxes for you or provide you with any statements or information with respect to your tax liability.

10. Our Fees applicable to Investor Members and Currency Conversion Rate

Depending on your individual tax position, you may be liable to pay taxes on any dividends or gains you receive from your investments. Payment of these taxes is entirely your responsibility, and save as required by Malaysian law we will not deduct or withhold any taxes for you or provide you with any statements or information with respect to your tax liability.

10.1 Administrative Fee, Nominee Fee, Operating Costs and Others. The fees which may be applicable to the Members are set forth in the Fee section of the website.

10.2 Our Policy. We reserve the right to amend this fee schedule and its contents at any time. In the event of a materially new service or product line, we will inform you through the Platform or by email.

10.3 Currency Conversion Rate. For the avoidance of doubt, any fund, payment or fee made to Crowdo in foreign currency (i.e. any currency other than Malaysian Ringgit) will be converted to such amount that is required to be paid in Malaysian Ringgit at whichever prevailing exchange rate of Crowdo's or the Escrow Agent's bank on the day of actual transfer – and therefore you may potentially pay more, or less, in your foreign currency on the day of actual transfer. Any payment that is required to be refunded to you will be converted from Malaysian Ringgit to its original foreign currency based on the prevailing exchange rate of the escrow bank on the same day of transfer – and there is therefore no assurance that you will receive the same amount of foreign currency than what you have initially spent.

11. Acting as an Investor

Acting as an Issuer does not preclude you from also acting as an Investor, either contemporaneously or at a different time. In the event that you choose to act both as an Investor and as an Issuer, the provisions of this Agreement apply to you to the extent that you are acting as an Investor, and the provisions of the Membership Agreement for Issuer will apply to you to the extent that you are acting as an Issuer.

12. Termination of Membership

12.1 Termination by You. If you no longer wish to be a Member of the Platform, you may terminate your membership at any time by notifying us pursuant to the notification process set forth in Clause 21.

12.2 Termination by Us. We may terminate your membership at any time and for any reason or no reason. Matters of concern include the following:

- a. where there is doubt that you are aged 18 years or above or about your identity or place of residence;
- b. where information supplied by you to us may not be correct or has not been able to be verified; or
- c. concerns in relation to anti-money laundering rules (including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001).

12.3 Suspension. If you send us information pursuant to Clause 4.6 that states or leads us to believe that you are no longer eligible to be a member of this Platform, we may suspend your membership until we determine that you are again eligible to be a member of the Platform.

12.4 Consequences of Termination or Suspension. If your membership is terminated pursuant to Clause 12.1 or 12.2 or is suspended pursuant to Clause 12.3, you will no longer be able to make investments through the platform, and we will not be liable to you for any losses, damages or costs arising from such termination or suspension.

12.5 Death. If we receive proof of your death that is satisfactory to us, we will terminate your membership pursuant to Clause 12.2. If at such time you still have investments through the Platform, we will handle them as set forth in the relevant Articles of Association of the respective Issuer.

13 Terminations of Platform Access and Agreement

13.1 Termination upon Conclusion of Activities. If your membership is terminated pursuant to Clause 12.1, your access to the Platform may be terminated at such time as you no longer have any investment via the Platform.

If your membership is terminated pursuant to Clause 12.2, or it is suspended pursuant to Clause 12.3, your access to the Platform shall be terminated at such time determined by us and your investment funds in the Escrow Account, if any, will be returned to your nominated account without any interest and after deduction of any transaction fee(s) and/ or exchange rate loss.

13.2 Termination for Malfeasance. Notwithstanding Clause 13.1, there are circumstances in which we may terminate your access to the Platform even if you still have investments under the Platform. These circumstances may include your using the Platform in anyway (a) that causes, or is likely to cause, the Platform or access to it to be interrupted or damaged in anyway, (b) for fraudulent purposes, or in connection with a criminal offence, (c) to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing, is otherwise injurious to third parties or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam or (d) to cause annoyance, inconvenience or needless anxiety or (e) which gives rise or may give rise to criminal or other liability on our part. If we terminated your access to the Platform pursuant to this Clause and you still have an investment via the Platform, we will follow the process set forth in the relevant Articles of Association of the respective Issuer with respect to how that investment is handled.

13.3 Termination of Agreement. Upon termination of your access to the Platform pursuant to Clause 12.1 or 12.2, this agreement shall terminate, and neither you nor we shall continue to be bound by its provisions other than those provisions that survive termination pursuant to Clause 20.7.

14 Communication and Information and Privacy Notice

14.1 Privacy Notice. You are agreeable to the terms of our Privacy Notice. You also agree that we can disclose your personal data to any Issuer in which you have invested or agreed to invest through the Platform and other parties as set out in our Privacy Notice. As set out in our Privacy Notice, we may from time to time need to disclose personal data about you to government agencies, including potentially the SC and the Central Bank of Malaysia.

14.2 Information on the Platform. In addition to the information set forth in each Offer, we may provide on the Platform information about investing in or operating early-stage businesses generally or other matters that we believe may be relevant or of interest to you. We refer to this as “additional information”. None of the additional information, including information about historical returns, can be relied on as a guarantee or indication of any particular result and the additional information does not constitute any form of advice, recommendation or endorsement by us. We cannot assure you that any additional information is complete, accurate, and up-to-date or error free and we will not be liable to you for any loss, damages or costs if it is not. To the extent that any additional information constitutes links to their websites or third-party contact details, we take no responsibility for the availability or accuracy of such websites or contact details or the acts of such third parties.

14.3 Communications about Platform Activity. From time to time we may send you emails with information about activity on the Platform, including new Offers and the progress of existing ones.

Any emails we send you about activity on the Platform do not constitute advice or a recommendation to invest. From time to time we may also send you emails with respect to your membership, our business, this Agreement or other matters that we reasonably believe are relevant to you. We will do our best to ensure that these emails are relatively infrequent, but we may send you such emails at our discretion.

15 Records

15.1 Period of Retention. In accordance with legal and regulatory requirements, we will retain the records relevant to your membership and any activity you conducted on the Platform for a minimum period of seven years following the termination of your membership pursuant to Clause 12. This period may be extended or reduced by force of law, regulatory requirement or by the mutual consent of you and us.

15.2 No Request for Deletion. You will not be able to request the destruction or deletion of any of the records relevant to your membership and any activity you conducted on the Platform unless we are required to destroy or delete them by force of law or other regulatory requirement.

15.3 Conclusive Evidence. The records of the Platform kept by us shall be conclusive evidence of the facts and matters they purport to record.

16 Conflicts of Interest

16.1 We do our best to ensure that our interests do not conflict with yours, and we have deliberately designed our fee structure so that we primarily make money when you are profiting from an investment. Nevertheless, as a platform provider we are not your representative or agent, and at times our interest may conflict with yours. As an investor you should note that we or our employees may choose to make investments, through the platform or otherwise, in businesses that seek capital through the Platform, and although the incentives relevant to such investments are likely to be aligned with your incentives, they may not be perfectly aligned.

16.2 We may from time to time decide to invest in the Issuer. Our investment in the Issuer is subject to a cap of 30% of the controlling shares in the Issuer and such investment will be disclosed on the Offer-dedicated webpage for all participating Investors to view.

17 Our Ceasing to Trade

We will notify you as soon as possible after we have taken a decision to cease to trade, and at that stage all active Offers will be terminated and any amounts contained in the Account will be returned to your nominated account without any interest and after deduction of any transaction fee(s) and/or exchange rate loss. The shares/ interests in which you have invested will be handled as set forth in the relevant Articles of Association of the respective Issuer.

18 Liability

18.1 Your Liability to us. You shall be liable to us for any loss or damage suffered by us as a result of any breach of this Agreement or any other agreement which you enter into with us, or of any use of the Platform that is fraudulent or represents wilful misconduct.

18.2 Our Liability to You. We shall be liable to you for any loss or damage which you may suffer as a result of being a Member under this Platform or using the Platform to the extent that such loss or damage arises from our breach of this Agreement or was the direct result of wilful default or fraud by us.

Notwithstanding the foregoing, we shall not be liable to you for any loss or damage in respect of any matter for which liability is expressly excluded under this or any other Platform Agreements, or arising out of or in connection with any error or inaccuracy in the data entered by you or another Member or any misrepresentation or wilful misconduct or any other act of another Member. We shall not be liable to you for any indirect, consequential, special or punitive loss, damage, cost or expense, unforeseeable losses or damages, loss of profit, loss of business, loss of wasted management time or time of other employees, loss of reputation, depletion of goodwill or loss, damage or corruption of data.

Our liability to you for any loss or damage arising in connection with your investment in a particular business shall be limited to no more than the amount you invested in such business through the Platform (without regard to any subsequent appreciation in the value of the shares/ interests purchased with that investment).

Nothing in this Agreement shall limit any other liability the exclusion or limitation of which is not permitted by the applicable law or regulation.

19 Assignment, Transfer and Delegation

19.1 Assignment, Novation, Transfer and Delegation by Us. We may assign, novate, transfer or delegate any or all of our obligations or rights under this Agreement to any person, provided that (a) the approval of SC (if required) has been obtained or the notification to SC (if required) has been made; and (b) we are satisfied that such person is competent to perform or exercise the obligations or rights so delegated. We may provide information about you and your activities on the Platform to any person to whom we assign, transfer or delegate our obligations or rights.

19.2 Assignment, Novation, Transfer and Delegation by You. Your membership under this Platform is personal to you, and therefore none of your right or obligation in connection with your membership or your activities on the Platform can be assigned, novated, transferred or delegated to any other person, unless otherwise provided in this Agreement and other agreements you enter with us. Any attempt to, transfer, assign or delegate any of your rights or obligations in contravention of this Clause 19.2 shall be null and void.

20 General Terms

20.1 No Partnership or Agency. This Agreement shall not be construed so as (a) to create a partnership or joint venture between you and us; and (b) to constitute you and us as agents of one another.

20.2 No Waiver. No failure or delay by you or us in exercising any of our rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by you or us of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20.3 Severability. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

20.4 Entire Agreement. Except as set forth in Clause 3.2, this Agreement contains the entire agreement between you and us, and supersedes and replaces all previous agreements and understandings between you and us, with respect to the matters set forth therein. You and we acknowledge that, in entering into this Agreement, neither of us are relying on, and shall have no remedies in respect of, any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.

20.5 Further Assurances. You and we shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

20.6 Costs. Your and our costs and expenses (including professional, legal and accountancy expenses) of the preparation, negotiation and execution of this Agreement and any associated documentation shall be borne by you and us respectively.

20.7 Survival. All disclaimers, indemnities and exclusions in this Agreement shall survive termination of the Agreement for any reason.

20.8 Time of Essence. Time shall be of the essence in relation to all matters arising under or pursuant to this Agreement.

20.9 Force Majeure. We shall not be in breach of this Agreement if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

20.10 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of Malaysia. The Courts of Malaysia shall have exclusive jurisdiction over any such claim, although we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country.

20.11 Third Party Rights. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms of this Agreement, and, notwithstanding any term of this Agreement, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Agreement.

20.12 Execution. This Agreement shall be deemed duly executed and shall be effective and binding upon you and us when you affirm assent to it via the means provided on the Platform [(when you tick the "Agree" box on the relevant webpage as an Investor)].

21 Notices

21.1 Notices from You to Us. Any notice from you to us in respect of this Agreement, your membership or your activities on the Platform shall be given by email to enquiry@crowdo.com except where this Agreement or another Platform Agreement that you execute sets forth alternate means by which you must give us notice.

21.2 Notices From Us to You. Any notice from us to you in respect of this Agreement, your membership or your activities on the Platform may be given either through the Platform, by email to the address set forth in your profile [or by post or courier to the physical address set forth in your profile].

21.3 Receipt of Notices. Notices given pursuant to this Clause 21 through the platform or by email shall be deemed received by the recipient upon despatch. [Notices given pursuant to this Clause 21 by post or couriers shall be deemed received by the recipient two working days after despatch.] In the event that you give us notice by means other than those set forth in Clause 21.1 and we in fact receive it, we may, but are not required to, choose to deem the notice received upon our actual receipt of it.

21.4 Language of Notices. All notices given under this Agreement shall be in the English language.

22 Confidentiality

22.1 Confidential Information. The parties shall at all times keep confidential (and to procure that its respective directors, officers, employees, agents and advisers keep confidential) the date and nature of this agreement, any confidential information relating to this Agreement and/or all other documents relating to or in connection therewith ("Confidential Information") and shall not disclose such information to any other party without the prior written consent of the other parties, save and except:

- a. if the Confidential Information becomes generally available to the public other than as a result of a disclosure by any of the parties in breach of this Clause 22;
- b. in accordance with this Agreement;
- c. to the legal and financial advisers and employees of the parties, provided that such advisers and employees are under an obligation of confidentiality at least similar to that provided hereunder; or
- d. otherwise by or on behalf of any party as may be required by any law or regulatory authority.

22.2 This Clause 22 shall survive termination of this Agreement for any reason.

23 Anti-money Laundering

You hereby warrant and undertake that you are not and have not been engaged, directly or indirectly, in any transaction that involves proceeds of any unlawful activity and always in compliance with anti-money laundering rules and regulations in Malaysia (including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001).

Last Updated on December 9th, 2015