

For MYR Equity Crowdfunding Users

MEMBERSHIP AGREEMENT WITH ISSUER

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

- A. Crowdo Malaysia Sdn Bhd (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 act as an issuer who launches Offer (as defined below) ("Issuer").

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 the CMSA (as defined below).
- B. Crowdo is the operator of the Platform and is the registered proprietor of the trademark, "Crowdonomic" and "Crowdo" ("Trademark") 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;
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, Entrepreneur Membership and Issuer Membership

4.1 Status as a General Member.

- A. You can become a Member as an individual or as a corporate entity.
- B. As a General Member of the Platform, you have filled in the registration form in the "Signup" or "Join Us" section(s), and given your name, username and email address and selected a password. In so doing you also agreed to accept all the terms in the Platform Agreements. You are treated by us as a Member and you are given restricted access to the Platform but you do not yet have right to issue equity via the Platform.
- C. An individual member has to be a natural person who is 18 years old or above.

- D. 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 or other identifying information.
- E. 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 Entrepreneur Member.

- A. You can become an Entrepreneur Member as an individual or as a corporate entity (including non-Malaysia private limited company and non-SC registered micro venture capital funds).
- B. As an Entrepreneur Member, you may create and submit a draft Offer to Crowdo. However, until Crowdo approves your Offer and you therefore become an Issuer Member, you will not have the right to launch your Offer via the Platform.
- C. In accordance with the SC's requirements, only locally incorporated private companies (excluding exempt private company) and micro venture capital funds and will be allowed to be hosted as an Offer through the Platform. The types of Issuers and their respective fundraising limits are as follows:

Entrepreneur Members				
Type of Issuers	Malaysia private limited company	Malaysia private limited company with operations in overseas	Malaysia private limited company which is an investment holding company (but does not raise funds to provide loans or make investment in other entities)	SC registered micro venture capital funds
Definition	Malaysia incorporated Issuers looking to raise funds to directly fund their domestic Malaysia operations	Malaysia incorporated Issuers looking to raise funds to fund their overseas non-Malaysia operations	Malaysia incorporated Issuers classified as investment holding companies seeking to raise funds to finance	Venture capital funds registered with the SC with a specific investment objective – can only raise funds from non-retail investors, i.e.

			domestic or its own subsidiaries	sophisticated investors, professional investors and angel investors (please see below for details of investors)
Fundraise Limit	RM3 million during a 12-month span, up to RM5 million	RM3 million during a 12-month span, up to RM5 million	RM3 million during a 12-month span, up to RM5 million	Unlimited

In relation to the SC registered micro venture capital funds which can only raise funds from non-retail investors, please find below the description of different tiers of investors:

Investor Members			
Investor Tiers	Sophisticated Investors	Angel Investors	Retail Investors
Eligibility	<p>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)</p> <p>Non-Malaysia Tax Residents: Same definition as above in foreign currency equivalents</p>	Registered member of Malaysia Business Angel Network	Other Investors

Investment Limit	Unlimited	Max of RM 500,000 (or its foreign currency equivalents) within a 12-month period	Max of RM 5,000 per issuer and not more than RM 50,000 (or its foreign currency equivalents) within a 12-month period
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D. The following entities are prohibited from raising funds through the Platform:

- A. commercially or financially complex structures (i.e., investment fund companies or financial institutions);
- B. public listed companies and their subsidiaries;
- C. companies with no specific business plan or its business plan is to merge or acquire an unidentified entity (i.e., blind pool);
- D. companies other than a micro venture capital fund that proposes to use the funds raised to provide loans or make investment in other entities;
- E. companies with paid up share capital exceeding RM5 million; and
- F. any other type of entity that is specified by the SC.

In order to submit an Offer under the Platform as an Entrepreneur Member, you must do the following:

- A. accept all terms in the Platform Agreements;
- B. complete the online self-declaration process as to the type of Entrepreneur Member you are.
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. For example, the information which you will need to give us before an Offer can be successfully transacted and the respective acceptance criteria may include the following:

	Disclosure Requirements	Acceptance Criteria
Corporate Checks		
1.	Issuer – Registered incorporation document(s) submitted by Issuer (mandatory)	Documents must be the most recent and updated version
2.	Issuer – Articles of Association submitted by Issuer (mandatory)	Must be most recent and updated version

3.	Issuer – Corporate bank account Must be account owned by Issuer; must information such as bank statement be the account used for accepting (mandatory)	investment through the Platform
4.	Issuer – Director interview (mandatory)	No nominee directors accepted; must have authorisation (e.g. board resolution of declaration) to launch an Offer for equity crowdfunding
5.	Issuer – Fit and proper check (mandatory)	Self-declaration forms to be submitted to Crowdo
6.	Issuer – Office premise check (optional)	No virtual offices will be accepted
Business and Offer Information Checks		
7.	Issuer – Business plan (mandatory)	Must be able to articulate: 1. Business model; 2. Growth plan; 3. Competitive differentiation; and 4. Profile of management team.
8.	Issuer – Financial plan (mandatory)	Must be able to articulate: 1. Profit and loss forecast; and 2. Key assumptions for estimating revenue and costs.
9.	Issuer – Fundraising plan (mandatory)	Must be able to articulate the proposed use of proceeds.
Financial Statements		
10.	Financial statement for offerings below RM300,000	Certified financial statements/information by the Issuer's management
11.	Financial statement for offerings between RM300,000 to RM500,000 for Issuers incorporated at least 12 months	Audited financial statements of the Issuer

12.	Financial statement for offerings between RM300,000 to RM500,000 for Issuers that are newly incorporated	Certified financial statements/ information by the Issuer's management
13.	Financial statement for offerings above RM500,000	Audited financial statements of the Issuer
14.	Financial statement for offerings above RM500,000 for Issuers that are newly incorporated	Audited financial statements of the parent company of the Issuer, or significant shareholder also acting as promoter of the Offer

D. Notwithstanding the above, the decision whether to authorise you to act as an Entrepreneur 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 Entrepreneur Member of the Platform.

E. Upon our approval on your Offer, you will become an Issuer Member, you will be able to launch your Offer and collect investment interest via the Escrow Account.

4.3

Obligation of Entrepreneur/ Issuer Member. All Members, by accessing the Platform (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 Platform is accessed and/ or Offer is launched, that:

- a. you are doing so in compliance with all applicable laws;
- b. all information provided is accurate, complete and up-to-date, and you will not omit to mention anything that may be material to an investor making a decision whether to invest in you or otherwise or to mislead an investor in any manner whatsoever; and
- c. 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.

4.4

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.

4.5

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 Entrepreneur/ Issuer 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 Entrepreneur/ Issuer Member and inform us of this, your membership may be reinstated.

4.6

Foreign Investor. All Offers launched through the Platform are made within Malaysia. You should note, however, that foreign investors who are not residents in Malaysia are eligible to invest through the Platform, provided that they comply with all laws in their country of residence or from which they may access the Platform. Should you wish to restrict the investors who can invest in your business, you must set out such restrictions in your Offer.

5. Our Relationship with You

5.1

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

5.2

Client. If and to the extent that you seek to raise capital through the Platform, you are our client, and we will treat you as our client for such capital raising effort.

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, 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. We may provide consultation to you for the purposes of establishing your suitability to make an Offer using the Platform, and we may conduct legal and financial due diligence on you which is aimed at investor protection – however, in so doing, we are not your professional adviser or financial adviser. If we invest in you, our relationship will be as between shareholders.

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. 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.

6. The Platform

6.1

Role. As an Issuer, you will use the Platform for the process of seeking capital. While your interactions with the other Members under the Platform will take place almost entirely through the Platform, We may interact with you via direct email, telephone or in person.

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 Offer Process

7.1

Creating an Offer. In order to seek capital for a business through the Platform you will need to follow the process set forth in the relevant section of the Platform and this Agreement. This process requires you to provide due diligence documents, including but not limited to, those described in paragraph 4.2(d)(iii), answers to a series of questions about your business, along with evidence to support certain of those answers, and it also allows you to upload certain video and other files if you so choose. You will also be able to establish how much capital you are seeking for the business, and what percentage of the business's equity you are offering in exchange for that capital. The Offer will stay active for a specified period of time, to be agreed between Crowdo and the Issuer Member.

7.2

Lead Entrepreneur and Team. Either an individual or a corporate entity can be an Entrepreneur Member. When an Entrepreneur Member creates an Offer for a business as described in paragraph 7.1, the individual who signed up as an individual or on behalf of a corporate entity will be designated the "lead entrepreneur" with respect to that business. This means, among other things, that you will be the main contact person with respect to the Offer and you will be required to disclose certain information about yourself as part of the Offer process. If there are other members of your team whom you wish to include in the Offer, you will be able to do so as part of the Offer process.

7.3

Our Review and Approval. The purpose of our review of your offer is to ensure the business meets the eligibility criteria described in paragraph 7.9. We may ask you to make modifications to the Offer or to submit additional evidence, and we may decide to not approve the Offer for any reason or no reason. Your and our rights and obligations with respect to the review and approval of an Offer will be as set forth in the relevant the relevant section of the Platform and this Agreement.

7.4

Investment Process. If we approve an Offer as described in paragraph 7.3, investors will be able to review the Offer and make an investment on your Offer through the Platform. Your and our rights and obligations with respect to the investment process will be as set forth in the relevant section of the Platform and this Agreement. If the business receives all the investment it is seeking, and upon the completion of our legal and financial due diligence process and negotiation of the Subscription Agreement to our satisfaction, the investee company will be asked to execute a subscription agreement. Your, the investee company's and our rights and obligations with respect to the investment once it has been made will be as set forth in the relevant subscription agreement.

7.5

Multiple Offers. You may create Offers for more than one business, but you may not have multiple Offers for one business active at one time. In order to create an additional Offer, you will need to repeat the process described in paragraphs 7.1 through 7.4.

7.6

Post-Investment Process. Once you have created an Offer, it will be available to you in the “Your Offer” section of the Platform, and you will be able to see information about investment that has been committed to the business through the Platform. If the investment is completed, it will continue to be listed in the “Your Offer” section, and through that section you will be able to provide information and conduct certain activities on behalf of the business, all as set forth in the relevant Subscription Agreement.

7.7

Confidentiality and Appropriate Use of Offers. Offers are presented on the Platform in order for the investors to make their 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.

7.8

Escrow Arrangement. When Investors make an investment through the Platform, the investment funds will be placed in the Escrow Account pending completion of your fundraising or the expiry of the Offer. Before the launching of the Offer, you will be required to execute the Escrow Agreement in a form agreed between Crowdo and the Escrow Agent, and all the investment funds in the Escrow Account will be released to you after the Escrow Agent’s receipt of the written confirmation issued by Crowdo in accordance with terms and conditions of the Escrow Agreement. If the investment/fundraising does not proceed then the investment funds will be returned to the investors in full, without any interest and after deduction of any transaction fee(s) and/or exchange loss, to the investors’ nominated account.

7.9

Eligibility of Businesses. Although any Crowdo member may act as an entrepreneur, you may only seek capital for a business that we deem eligible. The determination as to whether a business qualifies is eligible to seek capital through the platform is ours and ours alone, and we may determine that a business is not eligible for any reason or no reason.

8. Offer Rules

8.1 Offer Configuration Parameters

Before an Offer is published on the Platform, it must satisfy Crowdo's requirements for due diligence, and also configure the details of the Offer: Offer duration, target Offer amount, types of shares, valuation and equity percentage.

Offer duration: The duration of the Offer will be agreed between Crowdo and the Issuer. The Issuer must reach the Offer target before the Offer period deadline for it to be deemed a success.

Target Offer amount: The target Offer amount is capped at RM3 million (within a 12-month span)/ RM5 million (maximum through the Platform) for private limited companies, and no ceiling for SC registered micro venture capital funds.

Types of shares on Offer: Only common shares (both ordinary and preference) are allowed to be offered. Both ordinary and preference shares are allowed to be offered in any one offering. However, Issuers are prohibited from offering more than one class of ordinary shares (i.e. with different voting rights) in the same offering.

Valuation and equity percentage: These will be set at the discretion of the Issuer.

Concurrent listings on multiple equity crowdfunding platforms are not allowed.

8.2 Offer Rules

(a)

All-or-Nothing: The Issuer must have the confirmed target amount (or greater amount if allowances have been pre-disclosed for cases of over subscription) in the Escrow Account before the offer period expiry date in order to have access to the investment funds. Failure to do so will result in a reversal of funds back to the contributing investor(s).

(b)

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) investors are allowed to withdraw the investment funds and cancel the investment by notifying us; and (b) you are also allowed to reject such investment as well.

(c)

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 you.

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 you (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 you (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 fundraising, the investors' investments will be refunded in accordance with Clause 7.8.

9. Taxation

Payment of all 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 Issuer Members and Currency Conversion Rate

10.1

Fees We Charge You. We will charge you the following fee:

- a. a fee for reviewing, approval and facilitating you to act as an Issuer if you successfully raise capital through the Platform, which is calculated based on a certain percentage of the capital raised, as set forth in [Fee Schedule and Policy](#)
- b. Investment holding structure set-up and operating costs as set forth in [Fee Schedule and Policy](#); and
- c. fee for any value added services offered by us, as set forth in [Fee Schedule and Policy](#).

10.2

Our Policy. We reserve the right to amend the 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, all Offers published on the Platform shall raise funds only in Malaysian Ringgit. Any investment by your investors in foreign currency (i.e. any currency other than Malaysian Ringgit) will be converted to Malaysian Ringgit at whichever prevailing exchange rate of the bank on the day of actual transfer.

11. Acting as an Investor

The entity represented by you can also act as an investor, either contemporaneously or at a different time. In the event that the entity represented by you choose to act both as an Investor and as an Issuer, the provisions of this Agreement will be applicable to the extent that such entity is acting as an Investor, and the provisions of the Membership Agreement for Issuer will be applicable to the extent that such entity is 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 seek capital through the platform. If you have created an Offer that is still active at the time of such termination or suspension, it will be terminated. 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 businesses in which investment has been completed listed in the Platform, each such business will be required to replace you as the lead entrepreneur.

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 maybe terminated at such time as you no longer have any business listed in 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 those investment funds in the Escrow Account in relation to your Offer, if any, will be returned to the contributing investors in full without any interest.

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 business listed in 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 business in which investment has been completed listed in the Platform, each such business will be required to replace you as the lead entrepreneur.

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. As set out in our Privacy Notice, we may from time to time need to disclose personal data provided to us by 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 succeed in raising capital. Nevertheless, as a platform provider we are not your representative or agent, and at times our interest may conflict with yours. You should note that once an investment has been completed, we will sometimes be serving as the [directors of the public company held by the investors] and will therefore be acting on behalf of investors in our relations with you.

16.2

We may from time to time decide to invest in the Issuer. Our investment in the Issuer's Offer 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 willful 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 willful 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 purchased with that investment).

18.1

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.

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 your registered email address 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 courier 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

23.1

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