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Account Opening Agreement

The Agreement	Summary
<p>This Account Opening Agreement (this "Agreement") constitutes a legal agreement between you and Asia Wealth Platform Pte Ltd (Company No. 201624878Z) ("StashAway"). In order to use our Services (as defined below) you must agree to the terms of this Agreement that are set out below. By electronically accepting or acknowledging this Agreement, using our Services or signing up for an Account with StashAway, you represent and undertake, and are deemed to have read and accepted this Agreement.</p>	<p>This column on the left sets out the Agreement between you and StashAway (i.e. us). Before using any of our Services, you must agree to the terms of the Agreement.</p> <p>This Summary in this right column provides a short explanation of the Agreement.</p> <p>This is not legally binding and not comprehensive, and you are encouraged to read and understand the Agreement.</p> <p>If there are any differences between the Summary and the Agreement, the Agreement prevails.</p>
<p>1. INTRODUCTION</p> <p>1.1 In this Agreement, where the context so admits, the words and expressions used in this Agreement shall have meanings set out in SCHEDULE 1 of this Agreement.</p> <p>1.2 The relationship between you and StashAway is governed by this Agreement. This Agreement shall apply to and govern your Account with us and all Transactions and Services.</p> <p>1.3 Your use of our Services is subject to you fulfilling the following general criteria, and upon our request, providing us with such information and documents to prove that you fulfil the criteria:</p> <ul style="list-style-type: none"> (a) you shall have completed an application or registration form required by us through our website; (b) you have received an acceptance notice from us confirming that you may use and access the Platform, your Account and/or our Services; and (c) such other criteria as we may determine from time to time. <p>1.4 For the avoidance of doubt, we are not obliged to open any Account for you or provide you with any Service.</p> <p>1.5 You shall be taken to have accepted the terms and conditions of this Agreement upon your first access and use of your Account and/or our Services.</p>	<p>The Agreement governs our relationship with you. You can refer to SCHEDULE 1 for a meaning of certain words and expressions used in the Agreement.</p> <p>Before you use our Services, you must provide us with certain information and meet our requirements. We may choose not to provide our Services to you.</p>

<p>1.6</p> <p>1.7</p>	<p>The Account which we grant to you also belongs exclusively to you and is not transferable to any other person.</p> <p>You undertake not to register for more than one Account or register an Account on behalf of any person other than yourself.</p>	
<p>2.</p>	<p>GENERAL TERMS AND CONDITIONS</p>	
<p>2.1</p> <p>3.</p> <p>3.1</p> <p>3.2</p> <p>3.3</p> <p>3.4</p>	<p>The General Terms and Conditions are found in SCHEDULE 2 of this Agreement.</p> <p>OUR SERVICES</p> <p>In accordance with this Agreement, we shall provide you with investment advisory and management services within a range as may be specified by us.</p> <p>In the event that you elect to be provided Financial Planning Services and/or Insurance Advisory Services, and we accept and agree (but are not obliged to) to provide you the same, you agree that SCHEDULE 4 shall additionally apply. In the event of any inconsistencies between the terms and conditions as set out in SCHEDULE 4 (on the one hand) and the rest of this Agreement (on the other hand), the provisions set out in the former shall prevail with respect to the Financial Planning Services and/or Insurance Advisory Services, as the case may be.</p> <p>In the event that you elect to create a StashAway Simple™ Guaranteed portfolio, and we accept and agree (but are not obliged to) provide you with the same, you agree that SCHEDULE 5 shall additionally apply. In the event of any inconsistencies between the terms and conditions as set out in SCHEDULE 5 (on the one hand) and the rest of this Agreement (on the other hand), the provisions set out in the former shall prevail with respect to the StashAway Simple™ Guaranteed portfolio.</p> <p>In the event that you elect to be provided other Services not specifically contemplated in this Agreement and we accept and agree (but are not obliged to) to provide you the same, you agree that additional terms and conditions in respect of such Services (which will be provided to you separately) may apply. In the event of any inconsistencies between such additional terms and conditions (on the one hand) and the rest of this Agreement (on the other hand), the provisions set out in the former shall prevail with respect to said Services.</p>	<p>We provide investment advisory and management services. You may also elect to be provided Financial Planning Services and/or Insurance Advisory Services, and if you do so SCHEDULE 4 will apply in respect of such services. You may also elect to be create a StashAway Simple™ Guaranteed portfolio, and if you do so SCHEDULE 5 will apply in respect of such services.</p> <p>Where we provide you services not specifically contemplated in this Agreement, additional terms and conditions in relation to such services (which will be provided to you separately) may apply to you.</p>
<p>4.</p> <p>4.1</p>	<p>INVESTMENT EXPERIENCE AND NEEDS ANALYSIS</p> <p>You agree and acknowledge that we may conduct on a periodic basis a review of your investment knowledge and experience, investment profile, financial objectives, financial situation, and particular needs (the "Investment Experience and Needs Analysis") before or while</p>	<p>In order to provide you with our Services, we may need to conduct a review of your investment knowledge, investment experience, investment profile, financial</p>

<p>providing any Services (including before allowing you to create a Flexible Portfolio), opening any Account or to entering into any Transaction for your Account. The Investment Experience and Needs Analysis may be recorded in such document as we may require from time to time. Pursuant to such Investment Experience and Needs Analysis, we may collect information about your investment knowledge, investment experience, investment objectives, financial situation and particular needs, including but not limited to the following:</p> <ul style="list-style-type: none"> (a) your financial objectives; (b) your risk tolerance; (c) your employment status; (d) your financial situation, including your assets, liabilities, cash flow and income; (e) the source and amount of your regular income; (f) your financial commitments; (g) your current investment portfolio, including any life policy; (h) whether the amount to be invested is a substantial portion of your assets; (i) your educational qualifications including whether you hold higher qualifications in business or finance; (j) your investment experience including whether you have transacted in certain types of investment products; and (k) your employment history including whether you have experience working in a financial institution. <p>4.2 You warrant and represent to us, and shall be deemed to warrant and represent to us on each occasion that any information is provided to us for purposes of determining your investment knowledge, experience, objectives or needs, that all such information provided to us is accurate, correct, complete, and up-to-date.</p> <p>4.3 You agree that:</p> <ul style="list-style-type: none"> (a) we are entitled to rely and act, and continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation; (b) you are, at all times, responsible and liable for the accuracy, correctness, and completeness of the information; (c) you will promptly update and inform us of any change in such information; and 	<p>objectives financial situation and particular needs; and ensure that the information you have provided to us have not changed.</p> <p>We will rely on the information that you provide to us to provide you the Services and you need to confirm that the information you provide to us for our review is accurate, correct, complete, and up-to-date.</p> <p>If you do not provide us with the information or provide us with incomplete or inaccurate information, we may not be able to provide our Services to you and you will be responsible for ensuring that the Investment Strategy (whether recommended to you or chosen by you based on a range made available to you) is suitable and appropriate for you.</p> <p>If we determine that you do not possess the relevant knowledge or experience to deal in the Investments or choose a specific Investment Strategy, we may require you to take additional steps such as successfully completing a general investment online course as directed by us before proceeding with opening an Account, entering into Transactions or engaging or continuing to engage our Services, or we may also cease to provide you our Services (or any part thereof).</p>
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<p>(d) if you do not provide the information requested by us, or if you provide us with incorrect or incomplete information, we may, in respect of a portfolio, recommend an Investment Strategy to you or make available to you a range of Investment Strategies based only on the information you have provided, and you shall be solely responsible for ensuring that the Investment Strategy (whether recommended to you or chosen by you based on a range made available to you) is suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs. Further, we may also elect not to provide or continue to provide you with our Services.</p> <p>Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for purposes of determining your investment knowledge, experience, objectives and needs.</p> <p>4.4 If, through the Investment Experience and Needs Analysis, we determine that you do not possess the relevant knowledge or experience to deal in the Investments or if you would like to choose, in respect of a portfolio, an Investment Strategy that is outside the range of Investment Strategies made available to you, we may (a) require you to successfully complete a general investment online course as directed by us or take other steps as we may reasonably require before proceeding with opening an Account, entering into Transactions, engaging or continuing to engage our Services, or allowing you choose such Investment Strategy, or (b) elect not to provide or continue to provide you with our Services (or any part thereof).</p>	
<p>5. INVESTMENT STRATEGY</p> <p>5.1 Based on the Investment Experience and Needs Analysis, general market and economic conditions, and any other factors which we consider to be relevant, we may, in respect of a portfolio, recommend an Investment Strategy to you or make available to you a range of Investment Strategies. We may not make the full range of Investment Strategies in respect of General Investing and Subject-Focused Investing available to you, and any range of Investment Strategies that we make available to you will be determined by us in our sole discretion from time to time.</p> <p>5.2 You agree that you are not obliged to accept any advice provided by, or recommendation made by us (including any Investment Strategy or range of Investment Strategies) and unless otherwise provided for, you retain sole control and authority over your trading and investment decisions and shall be entitled to determine, in your sole discretion, whether to accept, reject or implement any advice, recommendation</p>	<p>Based on the information you provide to us and other factors we consider to be relevant, we may recommend an Investment Strategy or make available a range of Investment Strategies to you. The range of Investment Strategies may differ between General Investing and Subject-Focused Investing (and within Subject-Focused Investing, may differ from subject to subject).</p> <p>You agree that you do not need to accept any advice or recommendation (including any Investment Strategy or range of</p>

	<p>or opinion (including any Investment Strategy or range of Investment Strategies) made by us.</p>
<p>5.3 You may at any time request to vary the Investment Strategy recommended by us in respect of a portfolio, provided that we are not obliged to agree to provide the Services to you on the basis of your proposed Investment Strategy. You further understand that should you choose not to accept our recommendation, you shall be solely responsible for ensuring that your proposed Investment Strategy and Investments entered into are suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.</p>	<p>Investment Strategies) made by us.</p> <p>You can request to change or alter the Investment Strategy we recommended. We can allow you to, but you will be solely responsible for making sure that any Investments that you enter into that is not recommended by us is suitable and appropriate for you.</p>
<p>5.4 We may from time to time alter the range of Investment Strategies made available to you and/or recommend changes to an Investment Strategy agreed between you and us in respect of a portfolio, due to changes in your specific objectives, financial situation, investment experience, knowledge and particular needs, general economic or market conditions, or any other factors which we consider to be relevant, or otherwise in our sole discretion. In the event that we recommend changes to an Investment Strategy (which we shall not be obliged to do), we may request for your consent to act on such recommended changes on a case-by-case basis, and where we request for such consent, will only proceed to so act on such recommended changes upon obtaining such consent from you. If you withhold or choose not to provide us such consent, we will not act on such recommended changes and shall be not obliged to do so in the future, even if you later request for us to do so. For the avoidance of doubt, you agree that in recommending any change to the Investment Strategy agreed between you and us, we are entitled to rely and act on the information you provided to us previously without verifying such information, and without any further inquiry or investigation.</p>	<p>We may alter the range of Investment Strategies made available to you or recommend changes to an Investment Strategy agreed between you and us. Where we recommend changes, we may seek your consent for us to act on such changes and will only do so when you provide your consent. If you do not provide your consent, we will not act on such recommended changes and shall not be obliged to do so in the future.</p> <p>For Flexible Portfolios, we may advise you on various stages of its creation or customisation on its suitability to you and recommend modifications. You may not create a Flexible Portfolio which we have assessed that the risk profile is not suitable for you unless you satisfy certain conditions, e.g. expressly agree that despite our assessment you wish to proceed. You authorise us to modify the composition of the Flexible Portfolio at any time, provided that the modification does not change its Investment Strategy, unless we first notify you.</p>
<p>5.5 Until we provide such recommendation as referred to in Clause 5.4 above to you and you agree, we shall be entitled to act on the previously agreed Investment Strategy.</p>	
<p>5.6 If permitted by us in our sole discretion, you may be allowed to create Flexible Portfolios on our Platform. In relation to Flexible Portfolios (including your creation thereof and investment therein), you agree and acknowledge that:</p> <p>(a) we may, based on the information available to us (including information obtained from our conduct of the Investment Experience and Needs Analysis), advise you at various stages of the creation or customisation process on the suitability of a Flexible Portfolio to you, including recommending modifications to the Flexible Portfolio so that its risk profile, as assessed by us, would be more suitable for you;</p>	<p>You will be responsible for ensuring that any Flexible</p>

<p>(b) you will not be permitted to create a Flexible Portfolio which has been assessed by us to have a risk profile that is not suitable for you, unless you satisfy such conditions as we may specify from time to time (such as providing us your express acknowledgement that despite our assessment, you still wish to create the Flexible Portfolio);</p> <p>(c) unless otherwise permitted by us, you may not be allowed to modify any Flexible Portfolio upon creation of the same;</p> <p>(d) without prejudice to Clause 6, we may, and you authorise us to, from time to time in our sole discretion and without prior Instructions or approval from you, modify the composition of a Flexible Portfolio by, among other things, replacing the Flexible Portfolio's underlying Investments (or a class, type or theme thereof) with other Investments (or other classes, types or themes thereof) which may or may not have been previously made available by us at the time the Flexible Portfolio was created, so long as such modification does not change the Flexible Portfolio's Investment Strategy. Where we make any such modification, we will notify you of the same; and</p> <p>(e) notwithstanding any provision in this Clause 5.6, you shall be solely responsible for ensuring that any Flexible Portfolio that you may create is suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs, and we shall not be liable to you for any Loss resulting from your creation of any Flexible Portfolio (including your investment therein).</p> <p>5.7 You acknowledge that any Investment Strategy tagged as Shariah-compliant is due to the Investment Strategy consisting in full or in part Shariah Compliant Investments. We do not certify, verify, guarantee or provide any assurance as to the ongoing compliance with Shariah principles of these Investment Strategy and/or the underlying Shariah Compliant Investments. You acknowledge that you have been reminded that interpretations of Shariah principles may vary, and you are sole responsible for ensuring that the Investment Strategies and Shariah Compliant Investments are in line with your interpretations of Shariah principles.</p>	<p>Portfolio is suitable and appropriate for you and we will not be liable for any Loss resulting from your creation of any Flexible Portfolio (and its investments).</p> <p>We offer Investment Strategies that include Shariah Compliant Investments certified by their issuers. However, we do not verify ongoing Shariah compliance. Interpretations vary, so you are responsible for ensuring these investments align with your personal Shariah principles.</p>
<p>6. AUTHORISATION</p> <p>6.1 You agree that pursuant to an Investment Strategy agreed between you and us or selected by you:</p> <p>(a) we may recommend Investments to you or otherwise manage your portfolio in accordance with the Investment Strategy and you authorise us to withdraw and invest monies</p>	<p>Based on the investment strategy that you agree with us, we may take certain actions (including actions necessary for our compliance with Applicable Laws) on your behalf to manage your Account. This includes</p>

<p>in your Account, as your agent and at your sole risk and account, in the Investments;</p> <p>(b) we may effect transactions on any market, exchange and execute counterparty and account opening documentation on your behalf and take all routine or day-to-day decisions and otherwise act as we may consider appropriate in our sole and absolute discretion (including taking all such actions necessary for our compliance with Applicable Laws);</p> <p>(c) without prejudice to the generality of sub-paragraph (b) above, we may enter into any kind of Transactions or arrangement for you and to invest in any types or investments or other assets and, without limitation, to close out Transactions, deal with your Assets including selling such Assets or settling a sale order on your behalf;</p> <p>(d) you understand the additional risks of giving us discretionary powers to manage your Assets and investments on your behalf;</p> <p>(e) all Transactions, arrangements entered into and actions taken by us on your behalf, including the collection, delivery and receipt of funds or Assets, all payments, closing out and unwinding or Transactions, will be made by us as your agent, for your sole account and at your sole risk; and</p> <p>(f) we may determine how Transactions are to be carried out including investment timing and duration, or decide to use or refrain from using measures to hedge against price, currency or interest risks, choose investment instruments which appear appropriate for hedging and use any other measures to optimise returns on existing investments as we may, in our absolute discretion, deem fit,</p> <p>provided always that the Transactions, arrangements and actions taken on your behalf are within the relevant Investment Strategy.</p> <p>6.2 We may pool together Transactions executed on behalf of our other clients with Transactions to be executed on your behalf. Therefore, the precise proportion of your Assets allocated to each type of Investment may vary slightly from any representations we made to you regarding such Investments, save that under no circumstances, will the proportion of your Assets allocated to each type of Investments deviate by more than 20% of what was represented to you, for more than 7 consecutive business days.</p>	<p>buying or selling Investments on your behalf.</p> <p>We may consolidate sales and purchases of Investments which we carry out for you, with transactions we carry out for our other clients. Therefore, there may be a slight variation between the proportion of your Assets we allocate to each type of Investment, and the allocation that we may have informed you of.</p>
<p>7. YOUR MONIES</p> <p>7.1 You will transfer monies we hold on your account directly into a trust or customer's account as specified by us. In addition, all monies that we hold on your account will be held in a trust or customer's account</p>	<p>Your money is maintained by us in a consolidated trust account for all our customers' monies maintained with DBS Bank Ltd. DBS Bank Ltd is currently</p>

<p>as specified by us, and we may hold monies on your account in more than one trust or customer's accounts at the same time. The trust or customer's account(s) will be held on our behalf by a bank licensed under the Singapore Banking Act 1970 or such other financial institutions (whether in or outside Singapore), as permitted under the relevant regulations.</p> <p>7.2 We may, for the purpose of depositing monies received on your account which are denominated in a foreign currency in a trust or customer's account, maintain a trust or customer's account with a custodian outside Singapore. This custodian will be appropriately licensed, registered or authorised to conduct banking business in the respective jurisdiction in which the account is maintained. In such case, you understand that the laws and practices relating to trust or customer's accounts in the relevant jurisdiction may differ from the laws and practices in Singapore. Such differences mean that your monies may not enjoy the same level of protection as accorded to monies that are held in Singapore. Depending on the jurisdiction, this may affect your ability to recover the funds deposited in the trust or customer's account.</p> <p>7.3 You acknowledge that where your monies are held with such bank, Custodian, other financial institution and/or otherwise passed on to an Intermediary, as described in Clause 8.1 below, the manner in which your monies may be held in different entities may be different.</p> <p>7.4 In addition, we may hold monies received on your account in an omnibus trust or customer's account together with monies that we hold for other customers. This means that such monies in the trust or customer's account will be commingled with the monies of our other customers. The risks of this commingling is that it is administratively and operationally difficult, if not impossible (in view of the constant fluctuation of the aggregate balance in such account), to account separately for each of our customers' respective interest due on their respective cash balances in the omnibus customer account as interest will be received on an aggregate basis.</p> <p>7.5 In the event of insolvency of the bank, custodian or other financial institution holding the omnibus trust or customer's account, you understand that you may not be able to fully recover your monies. Further, as your monies are commingled with those of other customers in the same account, you may potentially be exposed to the losses of other customers.</p> <p>7.6 We shall only pay monies in the trust or customer's account belonging to you to bank accounts belonging to you. We reserve the right to withhold such payments if we are not satisfied that the monies will be paid to bank accounts belonging to you.</p> <p>7.7 You agree and acknowledge that (a) we may, in our sole and absolute discretion, retain any and all interest earned from the maintenance of</p>	<p>licensed to carry on banking business in Singapore. If you make investments into certain portfolios, we may also hold your money together with the monies of our other customers in a consolidated trust account maintained with Citibank N.A. Singapore branch. Citibank N.A. Singapore branch is currently licensed to carry on banking business in Singapore. Please see the clause below which explains how your monies will be transferred and held by our brokers, custodians and other intermediaries when we arrange for Investments to be purchased.</p> <p>Further, please note that in respect of StashAway Simple™ Guaranteed portfolios, your monies may be held in trust or customer's accounts opened with MAS-licensed banks, merchant banks or finance companies.</p> <p>We only accept monies from you which are received from bank accounts belonging to you. If we are not satisfied that the monies deposited by you came from bank accounts belonging to you, we will refund such monies to you unless we are required under applicable laws to withhold the monies. Likewise, we will only repay your monies to bank accounts belonging to you.</p> <p>Where interest accrues from the maintenance of monies received from you or held on your account, we may retain such interest.</p>
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<p>monies received from you or held on your account in any trust or customer's account, and (b) in the event we decide to retain any such interest, the interest shall not accrue to you and you shall not be entitled to nor have any interest in any such interest.</p>	
<p>8. BROKERAGE, CUSTODY AND USE OF INTERMEDIARIES</p> <p>8.1 We may use or engage a person (including a nominee, agent, broker, Custodian, fund manager, sub-advisers, research houses, market-maker, exchange and/or other third party) ("Intermediary") to, directly or indirectly:</p> <p>(a) execute or clear Transactions;</p> <p>(b) purchase, manage, sub-manage, advise or sub-advise Investments or the portfolios; and/or</p> <p>(c) hold or custodise any of your funds or Assets.</p> <p>8.2 Provided that we have selected such Intermediary in good faith, you agree we shall have no liability or responsibility for any act, omission, insolvency, negligence, failure or default of the Intermediary. Our Intermediaries may also appoint further custodians, sub-custodians, trustees, registrars, administrators, nominees and/or agents as may be necessary or expedient to provide the relevant services or Investments to us. You agree that we shall have no liability or responsibility in relation to any actions taken by such persons or these further appointments by our Intermediaries which are beyond our reasonable control.</p> <p>8.3 You agree that where we use another Intermediary to execute or clear your Transactions, purchase, manage, sub-manage, advise or sub-advise your Investments or hold or custodise your funds or Assets, we may have to accept sole and principal responsibility to the Intermediary for the Investments and/or executed Transaction. <u>You understand that this means that we may enter into Transactions to sell or purchase Investments (including units of collective investment schemes) as principal. In some situations, we may also enter into these sale or purchase of Investments with you and in so doing, we will act as principal not as agent. You further acknowledge and agree that where we sell or purchase Investments on your behalf, we may do so by selling or purchasing from Intermediaries, our other customers and/or such other third parties as we may deem suitable as part of our management of your portfolio.</u></p> <p>8.4 You shall indemnify us against any and all action which we deem in good faith necessary to ensure that we will not be in default of our obligation or responsibilities under this Agreement. Our foregoing right shall apply even though as between you and us, you may be in actual or anticipatory default. The foregoing indemnity in our favour</p>	<p>We will arrange for Investments to be purchased through brokers. In some cases, we may purchase Investments such as units of collective investments schemes through scheme managers or fund managers. We may have arrangements with other fund managers for them to act as sub-advisers or sub-managers and for their recommendations to contribute to the portfolio, Investment Strategy or Investments that we make available to you.</p> <p>We will enter into such arrangements with such Intermediaries in our name. If we have to take any action against these Intermediaries to ensure that we can perform our duties under the Agreement, you agree to indemnify us if these actions are taken in good faith. You also understand that since the arrangements are entered into between us and the Intermediaries, there is a risk that the Intermediaries may take actions against us to your disadvantage.</p> <p>Currently, we have opened a securities brokerage account with Saxo Capital Markets Pte. Ltd. ("Saxo"), which is authorised to carrying business in both dealing in securities and providing custodial services for securities in Singapore. We will use your monies maintained in the trust account referred to in the clause above to buy and sell Investments on your behalf</p>

<p>is in addition to any other right that we may have (whether expressly provided as between us or implied by law).</p>	<p>through this account with Saxo, which is a consolidated account we use for all our clients. Saxo in turn has an arrangement with Citibank, N.A. to hold Investments which we buy and sell, and an arrangement with Hongkong and Shanghai Banking Corporation Limited, Singapore Branch ("HSBC") to hold the monies we transfer to them for the purchase of Investments and monies to be transferred to us for the sale of Investments and return (which will then be transferred to our trust account referred to in the clause above). HSBC is currently licensed to carry on banking business in Singapore.</p>
<p>8.5 In view of the fact that we may have accepted principal responsibility and/or liability to Intermediaries, you also acknowledge and consent to the fact that there is a risk that such Intermediaries may regard any Investments which we purchase on your behalf, as investments which we purchase for ourselves. This may in some instances result in prejudice to you. For example, there is a risk that the Intermediaries may attempt to use your Investments to satisfy our obligations or obligations of our other customers. You accept that this is a necessary risk of dealing in such jurisdictions through us.</p>	<p>Where the Investments are securities listed on the Singapore Exchange Securities Trading Limited ("SGX") and held with the Central Depository (Pte) Limited ("CDP"), such investments purchased by us are held on your behalf in our name by Saxo, which in turn uses HSBC as a depository agent holding these Investments with CDP. These Investments will not be held in your name. HSBC also acts as the custodian for both your Investments as well as the monies to be transferred to us for the sale of Investments and return in this case.</p>
<p>8.6 You agree that neither us nor our Intermediaries shall provide any margin facility to you in respect of the Investments.</p>	<p>For certain portfolios where the Investments are units of collective investment schemes purchased through a scheme manager, we will ensure that the relevant scheme manager is licensed to conduct fund management activities in Singapore. The scheme manager may also appoint</p>
<p>8.7 Without prejudice to any other provision in this Agreement, you agree that:</p>	
<p>(a) we may, whether directly or indirectly (through brokers/ custodians/ sub-custodians/ trustees/ nominees/ exchanges/ clearing houses ("Custodian") or otherwise), hold Investments purchased for you in an omnibus custody account, aggregated with other Investments of our other customers, and/or the customers of these Custodians, and such Investments may not be held in your name. This means that your Investments will be commingled with the assets of our other customers and/or the customers of these Custodians. Given such commingling, the Investments may be registered collectively in our name, the name of the Custodian, a sub-custodian and/or any other third party and your entitlements may not be identifiable as separate certificates, titles or electronic records. You agree that if there are any dividends, interests, rights, benefits or other proceeds in relation to your Investments resulting from such commingling, we shall have full discretion as to the allotment of such dividends, interests, rights, benefits or other proceeds;</p>	
<p>(b) in the event of insolvency or default of the Custodian, you understand that you may not be able to fully recover your Investments held in the omnibus custody account. Any shortfall in the Investments may be shared among you and our other customers and/or the customers of the Custodians pro rata. As your Investments are commingled with those of other customers in the same account, you may potentially be exposed to the losses of other customers;</p>	
<p>(c) provided that we have selected or engaged such Custodian in good faith, we shall not be liable to you for any and all</p>	

<p>Losses suffered or incurred by you as a result of any act, omission or insolvency of such Custodian;</p> <p>(d) where Investments are denominated in a foreign currency, the Investments may be held in an omnibus custody account with an entity which is licensed, registered or authorised to act as a custodian in the country or territory where such Investments are held. In such case, you understand that the laws and practices relating to custody accounts in the relevant jurisdiction may differ from the laws and practices in Singapore. Such differences mean that your Investments may not enjoy the same level of protection as accorded to Investments that are held in Singapore. Depending on the jurisdiction, this may affect your ability to recover the Investments deposited in the custody account; and</p> <p>(e) your Investments may be treated as fungible with other Investments in the omnibus custody account and therefore, we are not obliged to deliver any specific Investments to you and may instead sell the Investments at your expense and transfer to your Account the proceeds of such sale (if any).</p> <p>8.8 You acknowledge that where your Investments are held with different Intermediaries and/or appointees of our Intermediaries, the manner in which your Investments may be held in different entities may be different.</p>	<p>appropriately licensed custodians, trustees, registrars and administrators in respect of collective investment scheme. The custodial arrangements in respect of these Investments will be subject to the terms and conditions as agreed between the scheme manager and the relevant custodian.</p>
<p>9. PERIODIC MONETARY PAYOUTS</p> <p>9.1 If permitted by us in our sole discretion, you may, in respect of a portfolio, elect to schedule periodic monetary payouts from such portfolio by indicating to us:</p> <p>(a) the frequency of the payout;</p> <p>(b) the quantum of the payout; and</p> <p>(c) such other details that we may require from you from time to time,</p> <p>within the parameters indicated by us and in accordance with such conditions as specified by us, if any.</p> <p>9.2 If your foregoing election has been accepted by us, we shall only commence making payouts to you on and from the date of commencement of the scheduled periodic monetary payout as indicated to you, and subsequent payouts will be made to you in accordance with such schedule as indicated to you.</p> <p>9.3 Notwithstanding the foregoing and any provision in this Agreement to the contrary, we shall be entitled to:</p>	<p>You may, if permitted by us, schedule periodic monetary payouts from your portfolio by indicating to us the frequency and quantum of the payouts, among other details. You may request us to modify such details from time to time, or terminate any scheduled payouts.</p> <p>As a matter of priority, payouts will be made out of the monetary income generated from Investments in the relevant portfolio (e.g. dividends). If the relevant portfolio does not have sufficient money to fund a payout (which we will determine on or around the date of the payout), we will liquidate Investments in the portfolio to fund the payout.</p> <p>That said, if the quantum of a payout is more than 100% of the</p>

<p>(a) reject, without any reason, any election or request to schedule a periodic monetary payout in respect of any portfolio;</p> <p>(b) amend or modify, at any time and without any reason, the frequency, quantum or any other details relating to a scheduled periodic monetary payout, in which case we will notify you of the same; and/or</p> <p>(c) cease, at any time and without any reason, making periodic monetary payouts to you in respect of any portfolio, in which case we will notify you of the same.</p> <p>9.4 You agree and acknowledge, in respect of any periodic monetary payout that has been scheduled by you in respect of a portfolio and accepted by us, that:</p> <p>(a) all scheduled monetary payouts made to you will be funded from the following Assets (which, for the avoidance of doubt, may constitute a combination of such Assets) under the relevant portfolio in accordance with the following priority:</p> <p style="padding-left: 40px;">(i) money generated or derived from Investments in the relevant portfolio (e.g. dividend, interest, income or other monetary return);</p> <p style="padding-left: 40px;">(ii) (if there is insufficient money under sub-clause (i) above to fund a payout, which shall be assessed by us on or around the date of the payout) one or more Investments in the relevant portfolio.</p> <p>Notwithstanding the foregoing, if the quantum of a payout is more than 100% (or such other percentage as we may specify from time to time in our sole discretion) of the value of all Assets in the relevant portfolio (as assessed by us in our sole discretion), then we will not make the payout to you and will cease to make any future payouts from the relevant portfolio to you until the portfolio is sufficiently funded with Assets;</p> <p>(b) for the purposes of sub-clause (a)(ii) above:</p> <p style="padding-left: 40px;">(i) we shall be entitled to decide, in our sole and absolute discretion, the Investment(s) to liquidate or sell in order to fund the payout; and</p> <p style="padding-left: 40px;">(ii) we shall be entitled, and you authorise us, to liquidate or sell such Investment(s) in order to fund the payout,</p>	<p>value of all Assets in the relevant portfolio, we will not make the payout to you and will cease to make any future payouts from the relevant portfolio to you until the portfolio is sufficiently funded.</p>
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<p>and we shall not be (A) required to notify you before liquidating or selling such Investment(s), nor (B) liable to you for any Losses resulting from the same; and</p> <p>(c) you may, if allowed by us, amend or modify the frequency, quantum or other details relating to a scheduled periodic monetary payout, in which case:</p> <ul style="list-style-type: none"> (i) such amendment or modification must be within such parameters provided by us and in accordance with such conditions as specified by us, if any; (ii) we may reject, without any reason, any such proposed amendment or modification; and (iii) (if your proposed amendment or modification has been accepted by us) we shall only commence making the amended or modified periodic monetary payouts to you on and from such effective date as indicated to you, and subsequent payouts will be made to you in accordance with such schedule as indicated to you. <p>9.5 You may, in respect of any periodic monetary payout that has been scheduled by you in respect of a portfolio and accepted by us, request us to cease making payouts to you from such portfolio, in which case we will cease to do so from the effective date as indicated to you.</p>	
<p>10. RISKS ACKNOWLEDGEMENT</p> <p>10.1 You are fully aware of the risk relating to Transactions entered into. In particular, you understand that:</p> <ul style="list-style-type: none"> (a) Your Investments are not "capital protected" and therefore, you may lose your capital by entering into the Transactions; (b) Where the Investments are listed outside Singapore, such Investments are subject to the laws and regulations of the jurisdiction they listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor protection, differences in legal systems, jurisdiction-specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments in the applicable jurisdiction You acknowledge receipt of the Risk Warning Statement in SCHEDULE 3 and understand its contents; (c) An Investment may not (where the Investment is a collective investment scheme under the SFA) be authorised under Section 286 of the SFA nor recognised under Section 287 of the SFA, and the Investment's offering document (and other 	<p>You understand that there are risks involved in the Investments, some of which are highlighted in clause 10.1.</p> <p>For example, the Investments are not "capital protected" and therefore you may therefore lose your capital by investing.</p> <p>In addition, the Investments are listed outside Singapore and not denominated in Singapore currency. There are risks involved in investing in overseas products.</p> <p>You will be required to confirm that you have received and understood the Risk Warning Statement in SCHEDULE 3. The Risk Warning statement explains to you that an overseas-listed investment product that may be</p>

<p>related marketing materials) may not be a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses will not apply in respect of the Investment;</p> <p>(d) Your payments or receipts under a Transaction will be linked to changes in the particular financial market or markets to which the Transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You may sustain substantial losses on the Investment if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you have to liquidate a position if market conditions move against you. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your Account with us; and</p> <p>(e) The fluctuations in foreign currency rates have an impact on the profit/loss and the Investment where the Transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.</p> <p>10.2 You agree that any advice provided by us will be based on information from sources believed to be accurate, however no representation or warranty, express or implied is made by us as to the accuracy, completeness or suitability of such advice.</p> <p>10.3 You agree that you are solely responsible for making your own independent investigation and appraisal of all Investments and your own independent verification of any advice, recommendations, view, opinion or information provided by us, including but not limited to taking your own tax, legal or other advice with respect to the Investments. You shall fully understand and familiarise yourself with all the terms and conditions of each Investments and the risks involved, and agree that you will only accept our recommended Investment Strategy and Transactions on the basis of your own independent review and determination that the Investment Strategy and/or Investments are suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.</p> <p>10.4 You agree and acknowledge that you have made all necessary enquiries and we have informed you of all material features of and risks involved in respect of the Investments including but not limited to information on:</p>	<p>part of your Investment is subject to the laws and regulations of the country that the investment product is listed in. As a result of that, you are required to be aware of the information set out in the statement. The Risk Warning statement also cautions you that you should not invest in the overseas-listed product if you do not understand or are not comfortable with taking such risks.</p> <p>You are also required to confirm that you have made all enquiries that you require, and that we have informed you of all important information about the Investments, including (but not limited to) the information set out under clause 10.4(a) to (n). You confirm that you have the financial ability to manage all the economic consequences and risks of the Investments, and if required, you have obtained your own professional advice from your tax, legal and other advisers.</p>
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<p>(a) the nature and objective of the Investments;</p> <p>(b) the key benefits and risks of the Investments;</p> <p>(c) details of the providers of the Investments;</p> <p>(d) your key rights with respect to the Investments;</p> <p>(e) the intended investment horizon of the Investments;</p> <p>(f) the ease of converting the Investments to cash;</p> <p>(g) the expected level of your risk tolerance in respect of the Investments;</p> <p>(h) the commitment required from you in respect of the Investments;</p> <p>(i) the pricing of the Investments;</p> <p>(j) the fees and charges to be borne by you in respect of the Investments;</p> <p>(k) the frequency of reports to be provided to you in respect of the Investments;</p> <p>(l) any applicable charges or restrictions on withdrawal, surrender or claim procedures of the Investments;</p> <p>(m) any applicable warnings, exclusions and disclaimers; and</p> <p>(n) information in relation to where the prospectus in respect of the Investment (if applicable) may be accessed, or if we consider it appropriate, an abridged version of such prospectus.</p> <p>10.5 You expressly acknowledge that you have the appetite to assume all economic consequences and risks of the Investments and to the extent necessary, have consulted your own tax, legal and other advisers.</p> <p>10.6 You also acknowledge that we may have an interest in the subject of the report or recommendation, may be a counterparty to any Investments entered into by you and/or may otherwise benefit from your Investments.</p>	
<p>11. CHARGES AND FEES</p> <p>11.1 The fee payable by you to us for the Service is specified in the Fee Schedule and/or Frequently Asked Questions available at www.stashaway.sg/pricing ("Fees") as may be amended from time to time. All liabilities, costs and expenses which we incur under this Agreement will be covered by the Fees.</p>	<p>The Fees that you are required to pay to StashAway for the Service is specified in the Fee Schedule and/or Frequently Asked Questions at www.stashaway.sg/pricing. The Fees include all liabilities, costs and expenses that StashAway</p>

11.2	You shall make all payments due under this Agreement free and clear of, and without deduction, withholding or set-off on account of, any tax or levy or any other charges present and future.	incurs under this Agreement. The Fees are not fixed and may be amended every now and then.
11.3	You shall be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to us. If we are required by law to collect and make payment in respect of such tax, you will indemnify us against such payments.	When you are making any form of payment to us, you are required to pay for any goods and services tax, value-added tax or any other tax that are similar in nature that is chargeable by law. If we are required by law to collect and make payment for such tax, you must reimburse us for any such payments incurred.
11.4	We may deduct your Account with the full amount of any Fees payable by you, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Account or otherwise. For this purpose, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.	We may deduct the full amount of any Fees payable by you from your Account. In order to deduct the amount or monies due to us, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.

SCHEDULE 1 - DEFINITIONS

Schedule 1 - Definitions		Summary
<p>1. DEFINITIONS</p> <p>1.1 In this Agreement, where the context so admits, the words and expressions used in this Agreement shall have the following meaning:</p> <p>"Account" means the account which we have set up for you and granted to you pursuant to this Agreement;</p> <p>"Access Method" means any user identification, passwords and other security credentials assigned to you and required to access and use the Platform using your Account;</p> <p>"Actual Settled Amount" means, in relation to:</p> <p style="margin-left: 40px;">(a) a Conversion - the sum of money that results from the Conversion based on the actual rate of exchange (not being a rate of exchange provided on a real-time basis at the time the Conversion was executed) provided to us by a third party provider chosen at our discretion; or</p> <p style="margin-left: 40px;">(b) a Transaction - the sum of money used for the execution of the Transaction based on the actual price (not being the price(s) of the relevant Investment(s) reflected on a real-time basis at the time the Transaction was executed) of the relevant Investment(s).</p> <p>"Affiliates" has the meaning ascribed to it in paragraph 16 of SCHEDULE 2 of this Agreement;</p> <p>"Applicable Laws" means all applicable local or foreign laws, rules, acts, regulations, subsidiary legislation notices, notifications, circulars, licence conditions, directions, requests, requirements, guidelines, directives, codes, information papers, practice notes, demands, guidance and/or decisions of any national, state or local government, any agency,</p>	<p>This Schedule sets out the definitions of specific words and expressions (capitalised terms) that are used in the Agreement.</p>	

	exchange, regulatory or self-regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority (including the MAS and IRAS) whether in Singapore or elsewhere, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time;	
"Asset"	means all moneys, cash, securities, or other financial instruments or products, and other property of yours held with us or through us;	
"Associates"	has the meaning ascribed to it in clause 21.1 of SCHEDULE 2 to this Agreement;	
"Attorney"	means an individual whom you have appointed or intend to appoint (by way of the POA) to act on your behalf in relation to your Account;	
"Business Day"	means a day, other than a Saturday or Sunday or Public Holiday, on which we are open for business (from 9am to 5pm Singapore time), and in the context of Instructions and Transactions involving a foreign element, a day, other than a Saturday or Sunday, when we and the relevant financial markets and institutions in the country concerned are open for business;	
"CDP"	means Central Depository (Pte) Limited;	
"Conversion"	means the conversion of a sum of money denominated in one currency to any other currency as we may carry out on your behalf under this Agreement;	
"Corporate Action"	means corporate events that may impact the price of an Investment, and includes (but are not limited to) share and rights issues, delistings, mergers and demergers, conversions, share splits, sell-offs and dividends;	

"Custodians"	means brokers/ custodians/ sub-custodians nominees/ exchanges/ clearing houses;	
"Decision Period"	means an opportunity offered by us for you to make a Placement under certain circumstances as set out under SCHEDULE 5 ;	
"FAA"	means the Financial Advisers Act 2001, as may be amended, restated, supplemented or otherwise modified from time to time;	
"Fees"	has the meaning ascribed to it in clause 11.1 of this Agreement;	
"FIDReC"	has the meaning ascribed to it in clause 23.1 of SCHEDULE 2 to this Agreement;	
"Financial Planning Services"	means our provision of advice or recommendation(s) in relation to wealth or financial planning (not amounting to financial advisory services within the meaning of the FAA);	
"Flexible Portfolio"	means a portfolio of which one or more underlying Investment(s) and/or class(es), type(s) or theme(s) of Investments (as made available by us from time to time) are selected and/or modified by you at your own discretion;	
"FWP Information"	has the meaning ascribed to it in clause 3.1(a) of SCHEDULE 4 to this Agreement;	
"General Investing"	means an investment approach that is generic in nature, and may not relate or conform to a certain specific class of Investments, theme, industry or sector;	
"Guaranteed Rate"	means, in respect of a Decision Period, the rate as offered to you for the purpose of a Placement in the Decision Period, which is determined and may be varied by us from time to time in our sole and absolute discretion;	
"Initial Settled Amount"	means, in relation to:	

		<p>(a) a Conversion - the sum of money that results from the Conversion based on rate of exchange provided to us by a third party provider on a real-time basis at the time the Conversion was executed; or</p> <p>(b) a Transaction - the sum of money used for the execution of the Transaction based on the price(s) of the relevant Investment(s) reflected by a third party provider on a real-time basis at the time the Transaction was executed.</p>	
"Instructions"		means any communication, instruction, order, message data or information received by us through or pursuant to the Platform or otherwise referable to your Access Methods, and any information delivered to us offline by any methods as we may agree, and "Instruct" shall be construed accordingly;	
"Insurance Service"	Advisory	means our provision of (a) advice or recommendation(s) in relation to life insurance coverage, and (b) (if applicable) assistance in the procurement of such coverage;	
"Insurance Provider"	Product	means a MAS-licensed insurer with whom we have an arrangement or partnered in connection with the Insurance Advisory Services;	
"Intermediary"		means nominee, agent, broker, Custodian, fund manager, sub-advisers, research houses, market-maker, exchange and/or other third party;	
"Investment Experience and Needs Analysis"		has the meaning ascribed to it in clause 4.1 of this Agreement;	
"Investment Strategy"		means:	
		(a) in respect of portfolios that are not Flexible Portfolios, the StashAway Risk Index or Qualitative Risk Level, whichever is relevant, in respect of	

	<p>General Investing or Subject-Focused Investing;</p> <p>(b) the investment approach of our cash management portfolio, StashAway Simple™, StashAway Simple™ Plus or StashAway Simple™ Guaranteed;</p> <p>(c) in respect Flexible Portfolios, the class(es), type(s) or theme(s) of underlying Investments as selected by you;</p> <p>(d) in respect of portfolios powered by sub-advisers, the Qualitative Risk Level; or</p> <p>(e) any other investment strategy offered by us to you from time to time,</p> <p>as the case may be or as the context requires;</p>	
<p>"Investments"</p>	<p>means any securities, financial instruments or products, or any other assets or investments which we may acquire, purchase, dispose of, sell or otherwise deal or transact in on your behalf;</p>	
<p>"IRAS"</p>	<p>means the Inland Revenue Authority of Singapore;</p>	
<p>"Losses"</p>	<p>means any losses, damages, loss of opportunity, liabilities, claims, actions, suits proceedings, judgements, demands, costs, expenses (including fees and expenses of legal and other professional advisers on a full indemnity basis, exchange expenses and all other out-of-pocket expenses), disbursements, fees, interests, commissions, charges, taxes, fines, penalties, duties, and/or any other losses, liabilities and/or costs of whatsoever nature and howsoever arising;</p>	

"MAS"	means the Monetary Authority of Singapore;	
"Maturity Date"	means, in respect of a Placement, the day on which the Placement will expire, which: (a) is determined and may be varied by us from time to time in our sole and absolute discretion; and (b) shall, where such day does not fall on a Business Day, be construed as the next following Business Day;	
"Notices"	has the meaning ascribed to it in clause 22.1 of SCHEDULE 2 to this Agreement;	
"Personal Data"	has the meaning ascribed to it in the Personal Data Protection Act 2012, as may be amended, restated, supplemented or otherwise modified from time to time;	
"Placement"	means the investment of a sum of money by you in respect of a Decision Period for the purposes of StashAway Simple™ Guaranteed;	
"Platform"	means the online platform (accessible through our website at www.stashaway.sg or through our mobile application) operated by us;	
"POA"	means the exclusive power of attorney or such other document (in the template as provided by us to you) for you to appoint an Attorney to act on your behalf in relation to your Account;	
"portfolio"	includes a Flexible Portfolio;	
"Principal Sum"	has the meaning ascribed to it in clause 2.2(c) of SCHEDULE 5 to this Agreement;	
"Privacy Policy"	means the policy on the privacy and protection of Personal Data adopted by us as made available at www.stashaway.sg/privacy-policy , as may be supplemented, amended or	

	varied from time to time upon our notification to you;	
"Relevant Portfolio"	has the meaning ascribed to it in clause 2.2(a) of SCHEDULE 5 to this Agreement;	
"Service"	means any service provided by us to you from time to time;	
"SFA"	means the Securities and Futures Act 2001, as may be amended, restated, supplemented or otherwise modified from time to time;	
"SGX"	means Singapore Exchange Securities Trading Limited;	
"Shariah Compliant Investments"	means Investments and/or class(es), type(s) or theme(s) of Investments that have been reviewed and certified as Shariah-compliant by the respective issuer(s);	
"SRS"	means the Supplementary Retirement Scheme implemented by the Government of Singapore under the Income Tax Act (as amended from time to time) and any regulations made thereunder, any other statutory provisions governing the Scheme and any rules, directions or terms imposed by the Government of Singapore in respect of the Scheme from time to time;	
"SRS Account"	means an SRS account with any bank or other entity participating as operator of the SRS;	
"Subject-Focused Investing"	means an investment approach that relates or conforms to a certain specific class of Investments, subject, focus, theme, industry or sector, as determined or offered by us in our sole discretion from time to time;	
"System"	means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting,	

	<p>accessing and/or otherwise referable to the Platform;</p> <p>"Transactions" means transactions in such Investments as we may carry out on your behalf under this Agreement, including the purchase or sale of Investments.</p> <p>1.2 The words "we", "us", "our" or any of their derivatives refer to StashAway and its successors and any novatee, assignee, transferee or purchaser of StashAway's rights and/or obligations hereunder and any reference to StashAway includes a reference to such successor, novatee, assignee, transferee or purchaser.</p> <p>1.3 The words "you", "your", "yours" or any of their derivatives refer to the person who opened the Account and/or using our Services and shall include, as the context may require, personal representatives (as the case may be).</p>	
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SCHEDULE 2 - GENERAL TERMS AND CONDITIONS

Schedule 2 - General Terms and Conditions		Summary
<p>1. REPRESENTATIONS</p> <p>1.1 You represent and warrant that:</p> <p>(a) you are an individual, and the legal and beneficial owner of the Account;</p> <p>(b) all information and documents provided to us, including the information contained in the pre-admission questionnaire completed by you prior to you opening an Account with us, are true, correct and complete and not misleading in any material way;</p> <p>(c) you have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under this Agreement;</p> <p>(d) all actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;</p> <p>(e) your obligations under this Agreement are valid, binding and enforceable;</p> <p>(f) you are solvent, able to pay your debts as they fall due and are a going concern or not an undischarged bankrupt;</p> <p>(g) your entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement does not and will not (i) violate any agreement to which you or where applicable, any of your affiliates, is a party or which is binding on any of you or your respective assets, or (ii) result in the existence of, or oblige any of you to create, any security over those assets;</p> <p>(h) you have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require, and these are valid and subsisting and will not be contravened by the execution or performance of this Agreement;</p> <p>(i) your use of our Services complies with all Applicable Laws; and</p> <p>(j) you will inform yourself and, if necessary, consult your own professional advisers as to the relevant legal, tax and</p>	<p>Through the Agreement, you make certain representations and warranties to us. This includes confirming, amongst others:</p> <ul style="list-style-type: none"> • that you are the person who owns the Account and any benefits of the Account belong to you; • that the information you provide to us are true, accurate and complete; • that you are legally able to enter into the Agreement and do everything required under the Agreement; • that you are not a bankrupt; • that entering into the Agreement will not cause you to be in violation of any of your obligations; and • that you will comply with all Applicable Laws when using our Services. 	

<p>exchange control regulations in force in the countries of your citizenship, incorporation, residence or domicile.</p>	
<p>2. COMPLIANCE WITH LAW AND TAX IMPLICATIONS</p> <p>2.1 The provision of all Services by us to you, any Account and Transaction and the relationship between us and you shall be subject to all Applicable Laws provided that to the extent permitted by law, a breach of any Applicable Law shall not discharge or release you from any of its obligations under this Agreement to us. The availability of any Service or any terms and conditions applicable thereto (including pursuant to this Agreement) may be varied by us without notice to you for compliance (voluntary or otherwise) with the Applicable Laws.</p> <p>2.2 We do not provide any tax or legal advice to you but, may (but are not obliged to) in performing the Services, take into account external legal and tax advice we obtain for this purpose. In providing the Services to you, we may rely on external tax and legal advice but, to the extent permitted by law, accept no responsibility for such advice.</p> <p>2.3 We shall be entitled to rely on and act in accordance with all legislation and any guidelines, codes, or other information applicable to it, including that published by the MAS to the extent applicable to us and we shall not incur any liability to you as a result of so relying or acting. For the avoidance of doubt, this Agreement shall be construed in accordance with any Applicable Laws.</p> <p>2.4 You agree that nothing in this Agreement shall exempt, limit or exclude us from acting in compliance with any applicable guidelines or any other Applicable Laws in carrying out its obligations under this Agreement. To the extent that any provision of this Agreement is inconsistent with the requirements of any Applicable Laws or other information applicable to us, including that published by the MAS, the requirements of the relevant Applicable Laws shall prevail over this Agreement.</p>	<p>The provision of all Services by StashAway to you, any Account and Transaction and relationship between StashAway and you is subject to all Applicable Laws and to the extent permitted by law. We are not required to take any action which will cause us to be in breach of any Applicable Law.</p> <p>We do not provide you with any tax or legal advice.</p>
<p>3. IDENTIFICATION</p> <p>3.1 You acknowledge that we are obliged to carry out "Know Your Client" procedures in accordance with our policies and Applicable Laws.</p> <p>3.2 Accordingly, before we can open an Account for you, provide you with our Services or enter into any Transaction for your Account, you must submit to us (through our website or such other method as we may notify you) all the documents, evidence, and information as we may require to carry out such "Know Your Client" procedures. You undertake to inform us promptly of any change in the information provided.</p> <p>3.3 In addition, you agree to provide any information or documents requested by us in relation to any Account, Transaction and Services, including, where desirable or where required for the purposes of</p>	<p>You acknowledge that we are required by Applicable Laws and our policies to carry out customer due diligence.</p> <p>We may share information you provide to us with relevant court, government or regulatory authorities. You confirm that you have examined the information and documents you have provided to us and such information and documents are true, correct and complete.</p>

<p>complying with any Applicable Law or pursuant to any order, direction, or request by any applicable court, government or regulatory authority. This includes but is not limited to any applicable anti-money laundering requirements, or any applicable tax disclosure or reporting obligations.</p> <p>3.4 Specifically, and without prejudice to the generality of our rights under paragraph 3.3 of this SCHEDULE 2, we may (where applicable) share the information you provide to us to the Inland Revenue Authority of Singapore and/or the Internal Revenue Service of the United States of America for the purposes of complying with our obligations under applicable tax disclosure or reporting obligations. Without prejudice to any other representation and/or warranty you have provided, you confirm that you have examined the information and documents you have provided to us and such information and documents are true, correct and complete.</p>	
<p>4. USE OF OUR SERVICES</p> <p>4.1 After opening an Account with us, you shall be entitled to enjoy the Services through our Platform which we may provide, subject to any addition, modification, suspension or termination of such Services in accordance with this Agreement.</p> <p>4.2 We may monitor all your use of Services so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us.</p> <p>4.3 You agree to use our Services only for lawful purposes, in accordance with the terms of this Agreement.</p> <p>4.4 We may at our absolute discretion provide alternative means by which you may enjoy the Services outside the Platform, which will be subject to such terms and conditions as we may notify you.</p>	<p>After opening an Account with us, you are entitled to enjoy the Services through our Platform our alternative means as we may inform.</p> <p>We may monitor your use of our services.</p>
<p>5. POWER OF ATTORNEY / APPOINTMENT OF ATTORNEY</p> <p>5.1 You authorise us to be your attorney (with full rights of substitution) with full authority to be your true and lawful attorney and to in your name do on your behalf all things you could have done for the purposes of:</p> <p>(a) carrying out any Transactions for your Account or any of your Instructions;</p> <p>(b) directing any third party, including Intermediaries and Affiliates, to hold, transfer, dispose of or otherwise deal with Investments on your behalf, which shall include, among other things, the execution of investment agreements, subscription agreements and such other agreements, or to perform such</p>	<p>You authorise us to act on your behalf to do the following things for the following purposes as set out under paragraphs 5.1(a) to (d).</p> <p>You may appoint an Attorney (but not more than one) to manage your Account for you, but to do so you must first execute the POA that is provided by us.</p> <p>If you appoint an Attorney, we will be entitled to take instructions from the Attorney as</p>

<p>other acts to effect such holding, transfer, disposal or dealing with Investments;</p> <p>(c) discharging any of our obligations to you under this Agreement; and/or</p> <p>(d) generally doing all such other acts and things and taking all such other steps and exercising such discretion, rights and powers as we may in our opinion consider expedient or desirable for the purpose of or in connection with our provision of Services to you, or preserving our rights under this Agreement.</p> <p>5.2 You undertake to ratify and confirm, and hereby ratify and confirm, all that we may do pursuant to this power of attorney.</p> <p>5.3 You may appoint an Attorney to act on your behalf in relation to your Account. Your appointment of an Attorney to act on your behalf in relation to your Account must be made by way of the POA, which you may request from us. You agree that you will not at any one time appoint two or more Attorneys to act on your behalf in relation to your Account.</p> <p>5.4 In relation to your appointment of an Attorney, you agree and acknowledge as follows:</p> <p>(a) you shall inform us in writing if you wish to revoke or vary the POA (for example, to change the scope of the POA or to change the Attorney to a different person);</p> <p>(b) while the POA may be revoked or varied at any time, it shall remain in effect (in the form as executed) until terminated or varied in writing by you (or your executor(s), personal representative(s) or lawful successor(s)) and correspondingly confirmed in writing by us. You agree that everything that the Attorney does or causes to be done pursuant to the POA shall be valid and effectual until notice in writing of the termination or variation of the POA is received, and correspondingly confirmed in writing, by us;</p> <p>(c) we shall be entitled to receive instructions from the Attorney, to follow such instructions and to do any and all such acts and things in relation to the Account, insofar as the execution of the same is consistent with the POA, which shall be ratified and confirmed by you;</p> <p>(d) we shall not be accountable to you for Losses that you may suffer as a result of us acting on instructions received from the Attorney; and</p>	<p>if the Attorney were you, and we will not be accountable to you for Losses that may arise from our doing so.</p> <p>If you wish to terminate or vary the POA, you must notify us. Prior to us receiving such notification and confirming the same in writing, everything that the Attorney does in relation to your Account will be valid and effectual.</p>
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<p>(e) you shall be accountable to us for Losses that we may suffer as a result of acting on instructions received from the Attorney.</p>	
<p>6. STATEMENTS AND DOCUMENTS</p> <p>6.1 Any statements and any other documents sent will be sent to you through a URL link to the Platform which will be provided to you via electronic means to the electronic mail address indicated by you at Account Opening or edited subsequently through the "Change of Email procedure" available on the Platform. You agree and acknowledge that such documents will be made available for viewing on the Platform, and therefore, you may download, save or print the documents for your subsequent reference. If you wish to receive your statements and other documents by hard copy, please contact our Customer Support at support@stashaway.com.</p> <p>6.2 You agree to verify the correctness of all details contained in each statement, or any document sent to you and inform us within 14 days from the date of such document of any discrepancies, omissions, or errors. Upon the expiry of this period, the date of such document shall be conclusive evidence against you (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, that such details are correct, but subject always to our right to amend or delete from time to time, any details wrongly inserted by us as set out in paragraph 6.3 of this Schedule below. Except as provided in this paragraph, and provided that we are not fraudulent or in willful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.</p> <p>6.3 We have the right, upon giving reasonable notice to you, to reverse any entry, demand refund, and/or debit the Account in respect of any overpayment or wrongful credit in the Account.</p> <p>6.4 Without prejudice to any of the foregoing we may at any time without prior notice to you rectify any clerical errors that may have been made.</p> <p>6.5 Where you have not received any document, advice, statement of account, contract note, Confirmation, or other notification relating to a specific Transaction within the normal period for postal deliveries, you must advise us immediately.</p>	<p>We will send statements and other documents to you through a URL link to the Platform which will be provided to you by e-mail. You agree to check the details of such statements and documents and inform us within 14 days from the date of such document of any discrepancies, omissions, or errors. At the end of the 14 days period, all details contained in each contract note, statement, transaction advice sent to you will be conclusive and cannot be challenged or contradicted (save where there is very serious or clerical error) by you.</p>
<p>7. CURRENCY CONVERSIONS, TRANSACTION PRICES AND CORRECTIVE ACTIONS</p> <p>7.1 We are entitled to convert any sum received by us (whether for credit into your Account or in payment of any sum due to us) to the currency of the Account or the currency in which payment is to be made, as</p>	<p>We can, at any time convert any amount in any Account or standing to your credit to any other currency at a rate determined by us to carry out your Instructions or to exercise our rights under this Agreement.</p>

<p>the case may be, at a rate of exchange determined by us at the relevant time.</p> <p>7.2 We may, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Account or standing to your credit to any other currency for the purpose of carrying out your Instructions or exercising our rights under this Agreement. Exchange rate losses and the costs of all Conversions shall be borne by you.</p> <p>7.3 For the avoidance of doubt, we may, at our sole and absolute discretion, utilise third party provider(s) to facilitate the Conversions referred to at paragraphs 7.1 and 7.2 above. You acknowledge that any fees that may be charged by the third-party provider(s) to facilitate such Conversions shall be borne by you. You also acknowledge that we have the right to retain any rebates or discounts arising out of any fees charged by these third-party provider(s).</p> <p>7.4 You acknowledge that all Conversions and Transactions will be executed based on the rates of exchange and prices, respectively, available to us on real-time basis. You acknowledge that we may rely on third party providers for the provision of such rates and/or prices, and that we shall not be liable for any Losses resulting from erroneous or inaccurate information provided to us by such third party providers.</p> <p>7.5 In the event:</p> <ul style="list-style-type: none"> (a) there is, in relation to any Conversion or Transaction, a discrepancy between the Conversion's or Transaction's Initial Settled Amount and Actual Settled Amount; and (b) the discrepancy falls within a threshold set by us in our absolute discretion (which takes into account the absolute value of the discrepancy as well as the relative value of the discrepancy as compared to that of the portfolio in which the discrepancy arose), <p>we reserve the right, and you give your consent for us, to take all actions as we, in our absolute discretion, deem necessary or expedient to rectify the discrepancy, including but not limited to making adjustments to your portfolio(s) and/or our Systems, or crediting or debiting your Account. You agree that we shall not be liable for any Losses that you may suffer or incur as a result of any such actions taken by us pursuant to this clause.</p>	<p>You will bear the exchange rate losses and costs of Conversion.</p> <p>We will execute all Conversions and Transactions using the real-time rates of exchange and prices, respectively. However, in relation to these Conversions and Transactions it is possible for discrepancies to arise between the initial settled amount (based on real-time rates/prices) and the actual settled amount. If a discrepancy is significant enough (based on its absolute or relative value), we may take actions to rectify such discrepancy, such as making adjustments to your portfolio(s) and/or our Systems, or crediting or debiting your Account.</p>
<p>8. VOTING RIGHTS AND CORPORATE ACTIONS</p> <p>8.1 Notwithstanding any other provision in this Agreement, you agree and acknowledge that you will not:</p>	<p>You will not have any have voting rights in respect of your Investments, be able to make voluntary elections on any Corporate Action with respect to your Investments, nor receive</p>

<p>(a) have voting rights in respect of any Investment held in your Account;</p> <p>(b) be able to make voluntary elections on any Corporate Action (including but not limited to any tender offers or rights offerings) with respect to any such Investment; or</p> <p>(c) receive any notices or communications or any shareholder (or equivalent person) documentation of any nature (e.g. notices of meeting dates and/or agenda), in relation to any such Investment.</p> <p>8.2 We may, but are not obliged to, notify you and/or to obtain instructions from you of any action you may take in relation to Corporate Actions. We shall have the sole and absolute discretion on whether or not to assist you with any request in relation to any Corporate Action that you may request. In this regard, we shall not be liable for any action taken or not taken in our sole and absolute discretion.</p> <p>8.3 In the event we assist you in relation to any Corporate Action, we may charge you such fees as notified to you from time to time.</p>	<p>any notices or communications or any shareholder documentation of any nature in relation to your Investments.</p> <p>We may, but are not obliged to, notify you and/or to obtain instructions from you of any action you may take in relation to Corporate Actions. In the event we assist you in relation to any Corporate Action, we may charge you such fees as notified to you from time to time.</p>
<p>9. SET-OFF AND LIEN</p> <p>9.1 For so long as you owe monies or obligations (of any nature and however arising) to us, you may not withdraw your Assets from your Account without our consent. We may at any time withhold any Assets pending full settlement of all such monies or obligations owed by you.</p> <p>9.2 All your Assets in your Account shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us. We have the power to sell any Assets in or towards settlement of your obligations to us.</p> <p>9.3 All documents of title and other documents relating to the Assets shall be deposited or transferred by you to us or otherwise placed at our order or at our disposal or under our control.</p> <p>9.4 You warrant and undertake that none of the Assets held in your Account are or shall be subject to any lien or charge in favour of any other person.</p> <p>9.5 Without prejudice to any right of set-off or general lien or other rights to which we may be entitled, we may set-off from any Assets held in your Account (including any of your monies held in a trust account) against and in whole or partial payment of any sum or liability owed by you to us.</p> <p>9.6 You authorise us to do anything in your name which is necessary for us to be able to do any of the foregoing.</p>	<p>If you owe monies or do not do anything you are required to do under the Agreement, you may not withdraw your Assets from your Account without our permission. We may at any time prevent you from using your Assets until you have fully settled all the monies owed by you or do what you are required to do under the Agreement.</p> <p>We have control of your Assets in your Account by way of a continuing first fixed charge and general lien. The effect of the continuing fixed charge and general lien is such that if you do not do what you are required to do under the Agreement, we will have the power to sell any Assets in your Account to compensate for the failure of your performance of your obligation under the Agreement owed to us.</p>

<p>9.7 Our rights under this Agreement are in addition to any other rights we have at law or under any other agreement, and shall not prejudice any other rights or security that we may have.</p>	
<p>10. RELATED DEALINGS</p> <p>10.1 All Transactions that you carry out with us and/or Services we provide to you shall be interrelated. We are therefore entitled to withhold performance of or not to perform our obligations should you fail to fulfil any one of the obligations incumbent upon you.</p>	<p>All your Transactions and Services we provide to you are connected and related. If you do not fulfil your obligations for any one of them, we have the right not to carry on any activities for you in respect of your other Transactions and Services.</p>
<p>11. INDIVIDUAL ACCOUNTS ONLY</p> <p>11.1 Currently, you may only open an Account with us as an individual.</p> <p>11.2 Your executor or administrator shall be the only person recognised by us in the event of your death. Upon your death, we are entitled to retain any of your Assets by us, and any monies payable to or credit in any Account until such time that a grant of probate or letters of administration are produced by your executor or administrator.</p>	<p>Currently, we only offer individual Accounts (e.g. we do not offer joint accounts). In the event of your death, we will recognise your executor or administrator as the person entitled to operate your Account.</p>
<p>12. REFERRALS</p> <p>12.1 You may have been introduced to us by a third party. We do not accept responsibility for any conduct, action, representation or statement of such third party. We may share our Fees with or provide such other benefit as we may deem appropriate to such third party or any other third party.</p>	<p>If you were introduced to us by a third party, we do not accept any responsibility for the conduct, action, representation or statement of the referring third party. We may share our Fees with or provide other benefit as it to the referring third party or any other third party.</p>
<p>13. DORMANT ACCOUNTS AND UNCLAIMED ASSETS</p> <p>13.1 In the event that you have not accessed your Account through the Platform or otherwise undertaken any activity in relation to your Account (such as transfer-in of funds) for five (5) years, the Account will be deemed dormant and de-activated. Re-activation is required for the Account to resume activity. If you wish to re-activate the Account, you agree to provide us with such information as we may require to authenticate your identity. Otherwise, we may terminate your Account in accordance with this Agreement. If we determine in good faith that we are still unable to trace you in the five (5) years following dormancy, the Account will be terminated and you agree that all Assets then standing to the credit of any Account or otherwise held by us or our Affiliate (as the case may be) together with any property as may from time to time continue to accrue to those monies and property (whether by way of dividends, interest or otherwise) may forthwith be appropriated by us to ourselves to utilise in any manner we so wish for our own benefit. You thereafter shall have no right</p>	<p>If you have not accessed your Account through the Platform or otherwise undertaken any activity in relation to your Account for five (5) years, your Account will be deemed dormant and de- activated. If you wish to re- activate the Account, you agree to provide us with information we require to authenticate your identity.</p> <p>If you remain uncontactable in the next five (5) years after the Account has been deemed dormant, your Account will be terminated and we are entitled to use any remaining Assets in any</p>

<p>whatsoever to claim such monies and property (or any other property as may accrue to it), you being deemed to have waived and abandoned all your rights to such Assets (and any other property as may accrue to it) in favour of us and we will after setting off any applicable administrative costs, donate the proceeds of your Assets to a charity of our choice.</p>	<p>Account or any Assets held for you by us or our affiliate (including accrued dividends, interests or otherwise) in any manner we wish. We intend to sell your Assets and donate the proceeds to charity.</p>
<p>14. NO WAIVER</p> <p>14.1 No failure or delay on our part in exercising any power of sale or any other rights or options hereunder and no notice or demand which may be given to or made upon you by us with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any power of sale or any other rights or options hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any Losses arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.</p> <p>14.2 We may grant time or other indulgence to you or any other person, without impairing or affecting in any way any of our rights as against you or any such other persons.</p>	<p>Our failure or delay in exercising any rights we have under this Agreement does not mean that we waive our rights to take such action.</p>
<p>15. ELECTRONIC RECORDS</p> <p>15.1 Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any Transactions on your Accounts, the Accounts and/or any Services provided to you is conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.</p> <p>15.2 You acknowledge and agree that we shall be entitled to destroy or dispose of all registers, statements and other records and documents relating to the Account, Services or Transactions at any time after the expiration of any period of retention required by Applicable Law. We shall not be liable in any way for such destruction or disposal.</p>	<p>Any records we stored of you, Transactions on your Accounts and/or Services provided to you are conclusive and cannot be challenged by you.</p>
<p>16. AFFILIATES</p> <p>16.1 You acknowledge and agree that we may, in the conduct of our functions, instead of acting ourselves, delegate to or appoint any service provider, agent, sub-agent, contractor, sub-contractor, broker, dealer custodian, nominee or other third parties, whether in Singapore or otherwise, (and such persons shall be referred to in this</p>	<p>You acknowledge that we may use third parties to carry out Services on our behalf and you authorise us to do so.</p>

<p>Agreement as an "Affiliate" of ours, where the context permits) to carry out, execute or clear any Transaction, hold, custodies or deal with your Assets, or provide ongoing maintenance and support services for the operation of the Platform or such other Services or business as may be required by us.</p> <p>16.2 You acknowledge and agree that we may delegate to such Affiliates all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions and subject to such regulations (including the power to sub-delegate) as we may think fit and, provided always that we shall have exercised reasonable care in the selection of such Affiliate, we shall not be bound to supervise the actions of and shall not in any way or to any extent be responsible for any Losses incurred by you for any failure, neglect, default or breach by any such Affiliate.</p> <p>16.3 You agree that our employees, officers, or Affiliates do not have any authority to bind us to any obligations or liabilities as otherwise expressly provided in this Agreement.</p>	
<p>17. CONFIDENTIAL INFORMATION</p> <p>17.1 <u>Our duty.</u> Save as permitted under this Agreement or any other agreement with you, we shall treat all information relating to you and your Accounts as confidential.</p> <p>17.2 <u>Non-confidential information.</u> You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:</p> <ul style="list-style-type: none"> (a) information that as at the date of its disclosure is in the public domain (other than through a breach of this Agreement) or which subsequently enters the public domain; (b) information that was already in our possession before you provided the information to us; (c) information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and (d) any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person. <p>17.3 <u>Exceptions from duty of confidence.</u> You give us permission to disclose information relating to you, your Account, Assets, Investments and Transactions to the following persons:</p>	<p>Paragraph 17 sets out how both you and us are required to treat confidential information exchange in relation to you and your Accounts, including who we may disclose Confidential information to.</p> <p>Please also take note of our Privacy Policy which you may access at www.stashaway.sg/privacy-policy. You agree to the terms of the Privacy Policy on how we use, disclose and transfer your Personal Data.</p>

- (a) any of our directors, officers, employees, representatives, agents or delegates;
- (b) any of our Affiliates, shareholders or related corporations and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;
- (c) any of our Intermediaries for the purposes of providing our Services to you, including any portfolio, Investments or other products;
- (d) our professional advisers, consultants and auditors;
- (e) anyone who takes over or may take over all or part of our rights or obligations under this Agreement or anyone this Agreement (or any part of it) is transferred to or may be transferred to;
- (f) any person whom we believe in good faith to be your legal advisers or other professionals;
- (g) any Regulatory Body in any jurisdiction, in so far as we need to do so to keep to Applicable Laws, or which we in good faith believe that we should keep to;
- (h) any person pursuant to a request by any Regulatory Body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and
- (i) such other persons or under such other circumstances as you agree,

provided that in the case of disclosures under any of the circumstances in (a) to (c), we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.

17.4 Survival. The permission you give by agreeing to paragraph 17 of this Schedule will apply even after this Agreement ends or your Account is terminated.

17.5 Your duties. Any data, information or message transmitted to you through our System, the Platform or otherwise is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.

17.6 Confidentiality of Other Information. You must keep confidential, all information about the Platform, our System and any information, data, materials or documents provided to you.

<p>18. CONFLICTS OF INTEREST</p> <p>18.1 We may enter into agreements with Intermediaries or deal in products and investments that you may transact in or through, or provide services to others whose interest may conflict or compete with yours, or otherwise be placed in a position of conflict. You agree that there may be circumstances when we or our Affiliates act in such capacities or are in such positions of conflicts where we may be remunerated, make profit, receive fees, commissions, rebates, discounts and/or other benefits. You consent and agree that we and/or our Affiliates may continue to enter into such Transactions and/or Investments without further reference to you despite such position of conflict, that we shall have no obligation to disclose such circumstances to you and you agree not to make any claim for such fees, commissions, rebates, discounts and/or other benefits (including, but not limited to, any rebates or discounts referred to at paragraph 7.3 of this Schedule). You also agree not to hold us responsible for any Losses that may result from such conflict.</p>	<p>We may enter into agreements with Intermediaries which result in us receiving rebates and/or commissions in relation to Transactions entered into with the Intermediaries. We typically disclose or pass on such rebates to you but there may be scenarios where we may not do so and you agree not to make any claim for such rebates and/or commissions.</p>
<p>19. RECORDING</p> <p>19.1 You authorise us and any of our Affiliates to record any telephone conversation or any electronic communication conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible in evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.</p>	<p>We and our Affiliates may record communications with you and use them as we deem appropriate, including as evidence in court.</p>
<p>20. SUSPENSION AND TERMINATION OF SERVICE</p> <p>20.1 <u>Immediate termination by us.</u> We reserve the right to restrict, temporarily or permanently suspend or terminate your Account, or the provision of any Services, at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur:-</p> <ul style="list-style-type: none"> (a) you have not fully complied with our account opening criteria and/or met our account opening criteria (as we shall set from time to time), including, our "Know Your Client" procedures; (b) you fail to make any payment to us or any other party when due, whether under this Agreement or otherwise for the Services; (c) your death or insanity; 	<p>Paragraph 20.1(a) to (s) sets out the circumstances where we can restrict, suspend or terminate your Account, or the operation of the Platform or any Services at any time and with immediate effect, without having to be liable to you. Otherwise, we also have the right to terminate this Agreement with at least 14 days' written notice, or with shorter or immediate notice in certain cases.</p> <p>You may terminate your Account immediately by providing us with</p>

<ul style="list-style-type: none"> (d) any grounds exist for the presentation of a bankruptcy petition against you; (e) any representation or warranty made by you under this Agreement or through the Platform or for the Services is incomplete, untrue, incorrect or misleading in any material respect; (f) you have breached the terms of this Agreement; (g) you are using the Platform or the Services in a manner that may cause us to breach Applicable Laws, have legal liability or disrupt others' use of the Platform or the Services; (h) you are using the Platform or the Services for any illegal activities or where we have reasonable suspicion that you may be doing so, or we become aware or suspect that your Account is or will be used for illegal, fraudulent or unauthorised uses; (i) we become aware or suspect that your Access Methods (i.e. any user identification, passwords and other security credentials assigned to you and required to access and use the Platform) are stolen, lost, damaged or compromised; (j) we become aware or suspect that the person logged into your Account is not you; (k) we are required to do so by Applicable Laws or pursuant to a request by any Regulatory Body; (l) scheduled downtime or recurring downtime; (m) a Force Majeure Event; (n) you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us; (o) you modify, adapt or reverse engineer the Platform or any part thereof; (p) you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Platform; (q) you create multiple Accounts; (r) you create Accounts by automated means or under false or fraudulent pretenses; or 	<p>notice through your Account page on the Platform.</p> <p>Once your Account has been terminated, we will sell your Assets and arrange for any credit balance to be transferred to your bank account.</p>
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- (s) you are, in our opinion, the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.

20.2 For the purpose of paragraph 20.1(m) of this Schedule, "**Force Majeure Event**" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this Agreement including our Services, including, without limitation:

- (a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (b) terrorist attacks, civil war, civil commotions or riots;
- (c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;
- (d) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
- (e) fire, explosion or accidental damage;
- (f) collapse of building structures or failure of plant machinery, computers or vehicles;
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water; or
- (h) any labour disputes, including but not limited to strikes, industrial action or lockouts;

20.3 For the avoidance of doubt, we shall not be in breach of this Agreement, nor liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to any of the circumstances giving rise to a right to termination under paragraph 20.1 of this Schedule.

20.4 Termination by notice from us. We may at any time and without liability to you terminate this Agreement including our Services. In such cases, we will endeavor to provide you with not less than 14 calendar days' written notice. However, in certain cases, we may terminate your Account, the Services or this Agreement by providing shorter notice or providing notice with immediate effect. No such termination will affect any Instruction given by you which is properly received by us before the date of such notice.

<p>20.5 <u>Termination by notice from you.</u> You may terminate this Agreement or your Account with us at any time by providing us with notice in the manner as we may specify on the Platform. However, no such termination will affect any Instruction given by you which is properly received by us before the receipt of such notice or any action we may take in relation to your Account before the receipt of such notice.</p> <p>20.6 <u>Effect of termination.</u> On termination of the Account or any Services or the agreement or relationship between you and us:</p> <ul style="list-style-type: none"> (a) you will stop using any Services; (b) all charges, costs and/or expenses due to us or any third parties under this Agreement shall fall due for repayment immediately; (c) we may discharge our entire liability with respect to your Account by selling your Assets at your expense and arranging for any credit balance in your Account to you at the earliest time possible and within 15 Business Days from the termination of this Agreement, subject to Applicable Laws and unforeseen processing delays by the banks; and (d) you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, including any copies thereof. 	
<p>21. INDEMNITY AND EXCLUSION OF LIABILITY</p> <p>21.1 You agree to indemnify on a full indemnity basis, to compensate us, and to hold us and all of our employees, officers, Affiliates or counterparty employed or used by us in connection with the Services (collectively, our "Associates") harmless from and against any and all Losses, and reimburse on demand, against all Losses which we or our Associates may suffer or incur arising from or in connection with the operation of the Account, Transactions, Services, or any Instructions, whether incurred directly or indirectly (unless they arise solely from our fraud, gross negligence or willful default).</p> <p>21.2 We and our Associates shall not be responsible for or liable to you for any Losses (which, for the avoidance of doubt, include but are not limited to any tax imposed pursuant to any Applicable Law arising from or in connection with any Investment) which may be suffered or incurred by you in any way in relation to any Services provided pursuant to this Agreement, or Transaction contemplated under this Agreement, howsoever caused, except for any such loss or damage which is due to our fraud, gross negligence or willful default. In such event, our liability in connection with any Transaction or Service, shall not exceed the market value of such Transaction or Service at the time of the fraud, gross negligence or willful default.</p>	<p>We and our Associates are not liable for any Losses you may incur unless they were caused by our fraud, gross negligence or willful default. You also agree to indemnify us and our Associates for any Losses which we may incur unless they were caused by our fraud, gross negligence or willful default.</p>

<p>21.3 We shall not be liable for any Losses incurred by you as a result of any action taken by or omission on our part in good faith. We shall not, in the absence of fraud, gross negligence or willful default be liable to you for any act or omission in the course of or in connection with the. Services rendered by under this Agreement or for any Losses which you may suffer or sustain as a result of, in connection with or in the course of discharge by us of its duties hereunder.</p>	
<p>22. NOTICES</p> <p>22.1 All notices, demands or other communications required or permitted to be given under this Agreement ("Notices") shall be sent as follows:</p> <p>(a) in the case of a Notice to you, to the electronic mail address indicated by you at Account Opening or edited subsequently through the "Change of Email procedure" available on the Platform or by posting a Notice on the Platform; and</p> <p>(b) in the case of a Notice to us, by email to support@stashaway.com.</p> <p>22.2 You are deemed to receive the Notice sent by us upon the earlier of:</p> <p>(a) receipt of the Notice by you on the Platform;</p> <p>(b) receipt of the Notice by you through your electronic mail address; or</p> <p>(c) expiration of the calendar month following the posting of the Notice on the Platform or to your electronic mail address.</p> <p>22.3 We are deemed to receive the Notice sent by you on the date upon which it is sent, unless it is sent after 5.00 pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day.</p> <p>22.4 You must promptly inform us in writing of any change in your mailing address, fax number and/or email address for communication or any of your relevant particulars available in our records and send us all supporting documents we require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change.</p> <p>22.5 <u>Applicability of this paragraph.</u> Paragraph 22 of this Schedule related only to Notices in respect of matters concerning the Platform or Services.</p>	<p>Paragraph 22 sets out the terms and conditions governing notices, demands and communications that are permitted under the Agreement.</p>
<p>23. COMPLAINTS HANDLING AND DISPUTE RESOLUTION</p> <p>23.1 Any complaint regarding how we handle your Personal Data may be referred our data protection officer who can be contacted at dataprotection@stashaway.com or +65 6248 0889. Any other</p>	<p>Paragraph 23 describes our complaints handling process. If you are dissatisfied with our handling of your complaints, you may, if appropriate, refer the</p>

<p>complaint, dispute or controversy raised by you should in the first instance be referred, in writing Customer Support at support@stashaway.com. We will investigate the complaint and report back to you on the findings and the resolution to the complaint or dispute. If you remain dissatisfied with our findings or the handling of your complaint, dispute or controversy, you may, if appropriate, refer the matter to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC") at 112 Robinson Road #13-03 Singapore 068902 or the courts of Singapore. As a capital markets services licence holder regulated by MAS, we subscribe to FIDReC. Further information about FIDReC may be obtained from its online website at www.fidrec.com.sg.</p> <p>23.2 Subject to the above paragraph 23.1, any dispute arising out of or in connection with this Agreement and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Singapore and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Singapore.</p>	<p>matter to FIDReC, or otherwise, the Courts of Singapore.</p>
<p>24. GENERAL</p> <p>24.1 <u>Further Assurance.</u> You shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this Agreement and the transactions hereunder and you shall use your best endeavors to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this Agreement and the transactions hereunder.</p> <p>24.2 <u>Assignment.</u> You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification.</p> <p>24.3 <u>Variation.</u> We shall be entitled to, by posting an updated version of this Agreement on our Platform, to supplement, vary and/or modify the terms of this Agreement at any time and such supplement, variation and/or modification shall take effect from the date the Agreement is posted on our Platform or any other date specified by us. You agree that it shall be your responsibility to review this Agreement regularly. If you do not accept any such supplement, variation and/or modification, you shall immediately discontinue operating the Account and/or utilising the Services provided by us and promptly close your Account and terminate this Agreement. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you are deemed to have agreed to such</p>	<p>Without our permission, you may not transfer your rights or duties under the Agreement to any other person.</p> <p>The Agreement is subject to changes made by us; and any such modification to the Agreement will be effective from the date the Agreement is posted on our Platform or as indicated by us. You will be required to review the Agreement, and if you do not agree with any of the changes made by us, you must immediately discontinue operating the Account and/or utilising the Services provided by StashAway and terminate the Agreement. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you will be treated as if you have agreed to the changes.</p> <p>The Agreement is governed under Singapore law.</p>

supplement, deletion, variation and/or modification without reservation.

24.4 Entire Agreement. This Agreement and the documents referred to in this Agreement collectively embody the entire terms and conditions agreed upon by you and us as to the subject matter of the same and supersedes and revokes in all respects all other documents, agreements, letters of intent, and undertakings entered into between you and us, whether such be written or oral, with respect to the subject matter hereof. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of the matters set out therein except in respect of those matters then already performed and except where expressly stated to the contrary. This Agreement shall be binding on and shall endure for the benefit of each of your and our successors in title or legal personal representatives.

24.5 Survival on Termination. All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement.

24.6 Severance. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

24.7 No Third Party Rights. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 or under any law, to enforce any provision in this Agreement.

24.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

SCHEDULE 3 - OVERSEAS-LISTED INVESTMENT PRODUCTS

RISK WARNING

An overseas-listed investment product* is subject to the laws and regulations of the jurisdiction it is listed in. Before you trade in an overseas-listed investment product or authorise someone else to trade for you, you should be aware of:

- The level of investor protection and safeguards that you are afforded in the relevant foreign jurisdiction as the overseas-listed investment product would operate under a different regulatory regime.
- The differences between the legal systems in the foreign jurisdiction and Singapore that may affect your ability to recover your funds.
- The tax implications, currency risks, and additional transaction costs that you may have to incur.
- The counterparty and correspondent broker risks that you are exposed to.
- The political, economic and social developments that influence the overseas markets you are investing in.

These and other risks may affect the value of your investment. You should not invest in the product if you do not understand or are not comfortable with such risks.

*An "overseas-listed investment product" in this statement refers to a capital markets product that is approved in-principle for listing and quotation only on, or listed for quotation or quoted only on, one or more overseas exchange(s).

1. This statement is provided to you in accordance with paragraph 29D of the Notice on the Sale of Investment Products [SFA04-N12].
2. This statement does not disclose all the risks and other significant aspects of trading in an overseas-listed investment product. You should undertake such transactions only if you understand and are comfortable with the extent of your exposure to the risks.
3. You should carefully consider whether such trading is suitable for you in light of your experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for you, you should be aware of the following:

Differences in Regulatory Regimes

- (a) Overseas markets may be subject to different regulations, and may operate differently from approved exchanges in Singapore. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your investment products or monies held overseas. There is also the risk of your investment products or monies not being protected if the custodian has credit problems or fails. Overseas markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you have to settle your trade on such overseas markets.

- (b) Overseas markets may be subject to rules which may offer different investor protection as compared to Singapore. Before you start to trade, you should be fully aware of the types of redress available to you in Singapore and other relevant jurisdictions, if any.
- (c) Overseas-listed investment products may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on an approved exchange in Singapore. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.

Differences in legal systems

- (d) In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.
- (e) The Monetary Authority of Singapore will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions will be effected.
- (f) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest arising from investment in such countries. Therefore, there is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted.
- (g) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the overseas-listed investment products that you invest in.

Different costs involved

- (h) There may be tax implications of investing in an overseas-listed investment product. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Singapore, or in both countries.
- (i) Your investment return on foreign currency-denominated investment products will be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.
- (j) You may have to pay additional costs such as fees and broker's commissions for transactions in overseas exchanges. In some jurisdictions, you may also have to pay a premium to trade certain listed investment products. Therefore, before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

Counterparty and correspondent broker risks

- (k) Transactions on overseas exchanges or overseas markets are generally effected by your Singapore broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon your instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions

being liquidated or closed out without your consent and/or may result in difficulties in recovering your monies and assets held overseas.

Political, Economic and Social Developments

- (I) Overseas markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in overseas-listed investment products.

You acknowledge that you have received a copy of the Risk Warning Statement and understand its contents.

SCHEDULE 4- TERMS AND CONDITIONS FOR FINANCIAL PLANNING SERVICES AND INSURANCE ADVISORY SERVICES

Schedule 4 - General Terms and Conditions for Financial Planning Services and Insurance Advisory Services	Summary
<p>1. APPLICATION OF THIS SCHEDULE 4</p> <p>1.1 The terms and conditions as set out in this SCHEDULE 4 will apply to our provision of Financial Planning Services and/or Insurance Advisory Services to you where you elect to be provided Financial Planning Services and/or Insurance Advisory Services (as the case may be), and we agree to provide you the same (which we shall not be obliged to do). To the extent there are any inconsistencies between this SCHEDULE 4 and the rest of this Agreement, the provisions in this SCHEDULE 4 shall prevail with respect to Financial Planning Services and/or Insurance Advisory Services provided to you.</p> <p>1.2 Unless the context otherwise requires, terms and references defined or construed herein shall have the same meaning and construction as ascribed to them in SCHEDULE 1 of this Agreement.</p>	<p>If you elect to be provided, and we agree to provide you, Financial Planning Services and/or Insurance Advisory Services, the terms and conditions in this SCHEDULE 4 will apply.</p>
<p>2. FINANCIAL OBJECTIVES, FINANCIAL SITUATION, PARTICULAR NEEDS AND COVERAGE ELIGIBILITY</p> <p>2.1 Before we provide you, or in the course of providing you, any Financial Planning Services and/or Insurance Advisory Services, we and the relevant Insurance Product Provider(s) may have to take into account your financial objectives, financial situation and particular needs, and determine your eligibility in relation to life insurance coverage, respectively, and for this reason you agree and acknowledge that we may collect from you, and Insurance Product Provider(s) may (directly or through us) collect from you, certain information, including but not limited to the following:</p> <ul style="list-style-type: none"> (a) your financial objectives; (b) your risk tolerance; (c) your employment status; (d) your financial situation, including your assets, liabilities, cash flow and income; (e) the source and amount of your regular income; (f) your financial commitments; (g) your current investment portfolio, including any life policy; (h) whether the amount to be invested is a substantial portion of your assets; 	<p>In order to provide you Financial Planning Services and/or Insurance Advisory Services, we may need to take into account your financial objectives, financial situation and particular needs, or Insurance Product Provider(s) may need to determine your eligibility in relation to life insurance coverage; and ensure that the information you have provided have not changed.</p> <p>We will rely on the information provided to us to provide you Financial Planning Services and/or Insurance Advisory Services, and you need to confirm that the information you provide to us for our review is accurate, correct, complete, and up-to-date.</p> <p>If you do not provide us with the information or provide us with incomplete or inaccurate information, we may not be able to provide Financial Planning</p>

<p>(i) the number of dependants that you have and the extent and duration of financial support required for each of such dependants;</p> <p>(j) your age, health, well-being and biometrics;</p> <p>(k) whether you are a smoker or not.</p> <p>2.2 Without limiting your consent as may be provided in this Agreement, you hereby authorise us to disclose any and all information that may be collected from you (including, without limitation, the information mentioned in clause 2.1 of this Schedule above and your Personal Data (including your contact information) held by us) to any Insurance Product Provider. You acknowledge that where such information has been provided to an Insurance Product Provider (regardless of whether you have procured life insurance coverage from the Insurance Product Provider), the Insurance Product Provider may, and you hereby provide your consent for the Insurance Product Provider to, contact you on its own accord to market its product(s) or service(s) to you.</p> <p>2.3 You warrant and represent to us, and shall be deemed to warrant and represent to us on each occasion that any information is provided to us or the relevant Insurance Product Provider (directly or through us) for purposes of determining your financial objectives, financial situation and particular needs or life insurance coverage eligibility, that all such information provided to us is accurate, correct, complete, and up-to-date.</p> <p>2.4 You agree that:</p> <p>(a) we are entitled to rely and act, and continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation;</p> <p>(b) you are, at all times, responsible and liable for the accuracy, correctness, and completeness of the information;</p> <p>(c) you will promptly update and inform us of any change in such information; and</p> <p>(d) if you do not provide the information requested by us or relevant Insurance Product Provider (directly or through us), or if you provide us or the relevant Insurance Product Provider (directly or through us) with incorrect or incomplete information:</p> <p>(i) we may provide you advice or make a recommendation to you based only on the information you have provided, and you shall be solely responsible for ensuring that the advice or recommendation is suitable and appropriate for you,</p>	<p>Services and/or Insurance Advisory Services to you and you will be responsible for ensuring that our advice or recommendation made to you is suitable and appropriate for you. The provision of incomplete or inaccurate information to us or an Insurance Product Provider may also render void life insurance coverage you have procured.</p> <p>Depending on the information as provided, we may determine that certain life insurance coverage is not suitable for you and as such will not assist you in procuring such coverage. Likewise, depending on the information as provided, an Insurance Product Provider may determine that you are not eligible to procure certain life insurance coverage and as such, will not sell or make available such coverage to you.</p>
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<p>taking into account your financial objectives, financial situation and particular needs;</p> <p>(ii) the life insurance coverage that you have procured based on the incorrect or incomplete information may be void, terminated or rendered ineffectual, and you may as a result not be entitled to any benefit (such as continuing coverage or insurance pay outs) of such coverage and/or be required to repay claims previously paid out under such coverage. This applies where the information was provided before the procurement of the life insurance coverage, during the term of the coverage, upon renewal or extension of the coverage, or upon amendment to the terms of the coverage; and</p> <p>(iii) we may also elect not to provide or continue to provide you any Financial Planning Services and/or Insurance Advisory Services. Likewise, the relevant Insurance Product Provider may also elect not to provide or continue to provide you life insurance coverage.</p> <p>Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us or Insurance Product Provider(s) for purposes of determining your financial objectives, financial situation and particular needs or life insurance coverage eligibility.</p> <p>2.5 You acknowledge that, depending on the information as provided, we may, in our sole discretion, determine that certain life insurance coverage is not suitable for you and as such, will not continue to assist you to procure such coverage. Likewise, depending on the information as provided, an Insurance Product Provider may, in its sole discretion, determine that you are not eligible to procure certain life insurance coverage and as such, will not sell or make available such coverage to you.</p>	
<p>3. FINANCIAL PLANNING SERVICES</p> <p>3.1 In respect of our provision of Financial Planning Services to you, you acknowledge and agree as follows:</p> <p>(a) certain information, advice or recommendation(s) in relation to financial or wealth planning ("FWP Information") provided may become outdated and may therefore only be of temporary relevance. We do not accept any responsibility for ensuring the suitability (ongoing or otherwise) or currency of the FWP Information provided to you;</p> <p>(b) we do not provide, nor purport to provide, you advice or recommendation(s) amounting to financial advisory services</p>	<p>The information, advice or recommendation(s) provided to you as part of the Financial Planning Services may become outdated and we are not responsible for ensuring such information remains suitable for you or up-to-date.</p> <p>Further, our provision of Financial Planning Services to you is not a regulated activity, and thus regulatory safeguards</p>

<p>within the meaning of the FAA. As such, the provisions and safeguards afforded under the FAA will not apply in respect of our provision of advice or recommendation(s) in relation to wealth or financial planning to you; and</p> <p>(c) notwithstanding our provision of FWP Information to you:</p> <p>(i) it is your sole and absolute responsibility to conduct research, to seek independent and professional advice and to ensure the FWP Information provided is suitable for you and consistent with your financial objectives, financial situation and particular needs; and</p> <p>(ii) you are ultimately solely responsible for making any decisions applicable to you, and all such decisions are made at your own risk. Accordingly, we shall not be liable to you in respect of any decisions made by you or any Losses resulting therefrom, whether or not such decisions were based on any FWP Information provided by us.</p>	<p>afforded under legislation in respect of regulated activities will not be applicable to such services.</p> <p>While we may provide you information, advice or recommendation(s) in relation to financial or wealth planning, you remain ultimately responsible for obtaining your own independent advice on the same and for your own actions/decisions, which we will not be liable to you for.</p>
<p>4. INSURANCE ADVISORY SERVICES</p> <p>4.1 In respect of our provision of Insurance Advisory Services to you, you acknowledge and agree as follows:</p> <p>(a) in providing you Insurance Advisory Services, we do not act in the capacity as an insurer. In particular, we do not, nor do we purport to, manufacture or provide any insurance coverage, policy or product, or assume any risk or undertake any liability under policies. Accordingly, we shall not be responsible nor liable to you in respect of any claims arising from any life insurance coverage that you have procured;</p> <p>(b) apart from the life insurance coverage as made available on the Platform, we are unable to, nor do we purport to (i) recommend to you or advised you on any other policies or products (including non-insurance products) and (ii) assist you in the procurement of any other policies or products (including non-insurance products), whether provided by an Insurance Product Provider or not;</p> <p>(c) it is your responsibility to review the documentation that is sent to you in relation to each life insurance coverage you procure and satisfy yourself that it is entirely in accordance with your understanding and instructions. You should inform us or the relevant Insurance Product Provider promptly of any incorrect or incomplete information provided prior to, during or after your procurement of any life insurance coverage through our Platform, or if changes to certain information previously provided are required. Otherwise, we</p>	<p>While we may provide you Insurance Advisory Services, we are not an insurer and thus will not sell you any insurance product or coverage in such capacity. As such, we will neither be responsible nor liable to you for claims in respect of any life insurance coverage.</p> <p>We are unable to recommend to you, advise you on, or help you procure any policies or products that are not available on our Platform.</p> <p>You should review the documentation sent to you in relation to each purchased life insurance coverage and ascertain that it is the coverage you wanted. You should inform us or the relevant Insurance Product Provider if you had provided any incorrect or incomplete information or if changes to certain information are required. Otherwise, we will assume that the coverage and its</p>

<p>will assume that the coverage and its documentation satisfy your requirements;</p> <p>(d) when you procure life insurance coverage through our Platform, you may, in relation to certain coverage, not be procuring the coverage as owner of the relevant insurance policy. Instead, you will in such cases be added as an insured person to a pre-existing group life policy (of which we are the policy owner), and such fact will be disclosed to you prior to you procuring the coverage. Where you do not procure the coverage as policy owner and are added as an insured person to a pre-existing group life policy, you acknowledge that, among other things, you may not have direct contractual rights against the relevant Insurance Product Provider in respect of, for example, claims and other benefits under the coverage;</p> <p>(e) our provision of Insurance Advisory Services (including, for example, our recommendation of the amount of life insurance coverage that is suitable for you) may be subject to restrictions, limitations and caps imposed by us (i) in our sole and absolute discretion and/or (ii) for compliance with Applicable Laws or MAS' expectations or directions; and</p> <p>(f) notwithstanding our provision of advice and/or recommendation in respect of life insurance coverage to you:</p> <p>(i) it is your sole and absolute responsibility to conduct research, to seek independent and professional advice and to ensure the coverage recommended is suitable for you and consistent with your financial objectives, financial situation and particular needs; and</p> <p>(ii) you are ultimately solely responsible for making any decisions as to whether or not to procure such coverage, and all such decisions are made at your own risk. Accordingly, we shall not be liable to you in respect of any decisions made by you or any Losses resulting therefrom, whether or not such decisions were based on advice or recommendations provided by us.</p>	<p>documentation satisfy your requirements.</p> <p>You will not be the policy owner of some life insurance coverage that you procure through our Platform (e.g. the StashAway Term Life coverage). In such cases, you will be added as an insured person to a pre-existing group life policy (of which we are the policy owner), and you may not have direct contractual rights against the relevant Insurance Product Provider in respect of, for example, claims and other benefits.</p> <p>Our Insurance Advisory Services (e.g. our recommendation of the amount of life insurance coverage that is suitable for you) may be subject to restrictions, limitations and caps due to Applicable Laws or MAS' directions.</p> <p>While we may provide you advice or recommendation(s) in relation to life insurance coverage, you remain ultimately responsible for obtaining your own independent advice on the same and for your own actions/decisions, which we will not be liable to you for.</p>
<p>5. PAYMENT OF PREMIUMS</p> <p>5.1 You shall make, and shall be solely responsible for, payments of premiums in respect of life insurance coverage that you have procured through our Platform. Unless otherwise agreed, payments of premiums in respect of life insurance coverage that you have procured through our Platform shall be made through us as your</p>	<p>Payments of premiums will be made through our Platform using your debit or credit card, or any other permitted payment method. Where you pay a premium to us, it will be treated as having been received by the relevant Insurance Product</p>

<p>agent. Where you pay a premium to us as your agent, it will be treated as having been received by the relevant Insurance Product Provider.</p> <p>5.2 Payment of premiums payable by you shall be made by way of your debit or credit card account or any other payment method as permitted by us. By proceeding with the procurement of life insurance coverage through our Platform, you hereby authorise us to:</p> <p>(a) provide your Personal Data to our third party payment service provider(s) to charge your debit or credit card account (or such other permitted payment account) for the amount of any premium payable by you in respect of the coverage; and</p> <p>(b) through our third party payment service provider(s), obtain monies from your debit or credit card account (or such other permitted payment account) automatically for the settlement of your premiums on the relevant due date(s).</p> <p>5.3 You undertake to ensure that your debit or credit card account (or such other permitted payment account) has sufficient funds or limits for payment of premiums on the relevant due date(s). In the event that any payment of premiums is unsuccessful due to a failure to obtain monies from your debit or credit card account (or such other permitted payment account), we will notify you accordingly. If you fail to meet any such payments, you acknowledge that, subject to any applicable grace period afforded under the relevant terms and conditions of the coverage and to the extent permissible by Applicable Laws, your life insurance coverage may be terminated and/or your claims may be put on hold by the relevant Insurance Product Provider.</p> <p>5.4 Monies that are received by us for the payment of premiums will be deposited directly into a segregated bank account that is designated by us as an "insurance broking premium account" and held on our behalf by a bank licensed under the Singapore Banking Act 1970. For the avoidance of doubt, this account will be distinct from the trust account as mentioned in clause 7 of this Agreement.</p>	<p>Provider. Due to regulatory requirements, monies received from you for the payment of premiums will be deposited into a segregated bank account designated as an "insurance broking premium account".</p> <p>By purchasing life insurance coverage through our Platform, you allow us to provide your Personal Data to our third party payment service provider(s) so that payments of premiums can be made through your debit or credit card (or other payment method) as required.</p> <p>You must ensure that you have sufficient funds or limits for payment of premiums. If you fail to meet any payment, your life insurance coverage may be terminated and/or your claims may be put on hold (unless there is a grace period afforded or the termination is not allowed under Applicable Laws).</p>
<p>6. FREE-LOOK PERIOD, CANCELLATION AND CLAIMS</p> <p>6.1 Where the life insurance coverage that you have procured through the Platform includes a "free-look" period, you may, subject to the terms and conditions of the coverage, provide us a notification of your intention to cancel the coverage within such period. By providing us such notification, you authorise us to notify, on your behalf, the relevant Insurance Product Provider of your intention to cancel the coverage. In this regard, any premiums paid by you before or during the "free look" period will be refunded to you.</p> <p>6.2 Subject to the terms and conditions of the relevant life insurance coverage, you may at any time cancel any life insurance coverage</p>	<p>Where the life insurance coverage you have procured includes a "free-look" period, you may notify us of your intention to cancel the coverage within such period. If you do so, any premiums paid before or during the "free look" period will be refunded to you.</p> <p>You may also at any time cancel any life insurance coverage that</p>

<p>that you have procured through the Platform by giving us notice. By providing us such notification, you authorise us to notify, on your behalf, the relevant Insurance Product Provider of your intention to cancel the coverage.</p> <p>6.3 Our Insurance Advisory Services do not entail us assisting with the making of any claims on your behalf in respect of any life insurance coverage (whether procured through the Platform or otherwise). You understand that you must make all claims directly with the relevant Insurance Product Provider in accordance with the claims procedures provided for in the relevant terms and conditions.</p>	<p>you have procured by giving us notice.</p> <p>Unfortunately, we are unable to assist with the making of any claims in respect of any life insurance coverage, and if you would like to make a claim, you should contact the relevant Insurance Product Provider directly.</p>
<p>7. FEES, CONFLICTS OF INTERESTS AND COMMISSION</p> <p>7.1 Unless we inform you otherwise, you will not be charged any fees for our provision of Financial Planning Services and Insurance Advisory Services to you.</p> <p>7.2 You understand and agree that we may receive commission from Insurance Product Providers whose product(s) (including life insurance coverage) we make available to you in connection with the Insurance Advisory Services and through our Platform. The circumstances under which we may receive commission as aforesaid include, without limitation, where you procure product(s) (including life insurance coverage) from an Insurance Product Provider (whether through our Platform or otherwise) and where you renew the term of such product(s). The commission we may receive include, without limitation, fees or other remuneration for distribution or referral services in respect of any product or service provided by an Insurance Product Provider, including products or services that you may procure from an Insurance Product Provider outside of the Platform. Such commission is generally based on the volume of transactions, or on the revenue generated from such referrals.</p> <p>7.3 You further understand and accept that our receipt of commission may represent a conflict of interest, particularly given that this could encourage us to select or recommend types of product(s) (including life insurance coverage) provided by an Insurance Product Provider from whom we receive commission. You further acknowledge and consent to such conflict of interests, and agree that we shall not be liable if you suffer any Losses as a result of such conflict of interests, and waive all claims against us in connection with any such conflict of interests, including any claim for any commission received by us. Without prejudice to the generality of this clause, you acknowledge and agree that we may receive commission as aforesaid, and shall not be liable to account to you for any such commission received from or by reason of services provided to you.</p> <p>7.4 You further acknowledge and agree that we may provide you information on, advise you on or recommend to you any product (including life insurance coverage) provided by an Insurance Product</p>	<p>Our Financial Planning Services and Insurance Advisory Services are generally provided free of charge.</p> <p>We may receive commission from Insurance Product Providers where you procure product(s) (including life insurance coverage) from an Insurance Product Provider (whether through our Platform or outside our Platform) and where you renew the term of such product(s).</p> <p>Our receipt of commission may represent a conflict of interest, particularly given that this could encourage us to select or recommend types of product(s) (including life insurance coverage) provided by an Insurance Product Provider from whom we receive commission.</p> <p>Further, we may provide you information on, advise you on or recommend to you any product (including life insurance coverage) provided by an Insurance Product Provider on an exclusive or preferential basis or as a first choice offering, without considering, disclosing or recommending similar product(s).</p>

Provider on an exclusive or preferential basis or as a first choice offering, without considering, disclosing or recommending similar product(s) made available by other providers from time to time (which may be more affordable or suitable for you), and we may receive commission for such recommendation. You acknowledge and consent to such conflict of interest, and agree that we shall not be liable if you suffer any Losses as a result of such conflict of interests, and waive all claims against us in connection with any such conflict of interests, including any claim for any commission received by us.

Despite the foregoing, you agree that we will not be liable if you suffer any Losses as a result of such conflict of interests, and you waive all claims against us in connection with any such conflict of interests.

SCHEDULE 5- TERMS AND CONDITIONS FOR STASHAWAY SIMPLE™ GUARANTEED

Schedule 5 - Terms and Conditions for StashAway Simple™ Guaranteed	Summary
<p>1. APPLICATION OF THIS SCHEDULE 5</p> <p>1.1 The terms and conditions as set out in this SCHEDULE 5 will apply to our provision of the StashAway Simple™ Guaranteed portfolio to you where you elect to create such portfolio, and we agree to provide you the same (which we shall not be obliged to do). To the extent there are any inconsistencies between this SCHEDULE 5 and the rest of this Agreement, the provisions in this SCHEDULE 5 shall prevail with respect to the StashAway Simple™ Guaranteed portfolio.</p> <p>1.2 Unless the context otherwise requires, terms and references defined or construed herein shall have the same meaning and construction as ascribed to them in SCHEDULE 1 of this Agreement.</p>	<p>If you elect to be provided, and we agree to provide you, the StashAway Simple™ Guaranteed portfolio, the terms and conditions in this SCHEDULE 5 will apply.</p>

<p>2. PLACEMENTS</p> <p>2.1 We may (but shall not be obligated to) from time to time offer you one or more Decision Periods in which you may elect to make one or more Placements.</p> <p>2.2 You will only be able to elect to make a Placement in respect of a Decision Period if you:</p> <ul style="list-style-type: none"> (a) have created a StashAway Simple™ Guaranteed portfolio ("Relevant Portfolio"); (b) have transferred money to us for the purposes of funding the Relevant Portfolio, and we have received such money and credited the Relevant Portfolio with such money; (c) select an amount of money ("Principal Sum") in respect of which the Placement would be applicable, and: <ul style="list-style-type: none"> (i) such Principal Sum falls within such range as specified by us for such Decision Period; and (ii) the amount of money credited in the Relevant Portfolio is equal to or more than such Principal Sum; (d) elect to make the Placement within such period of time as specified by us in respect of such Decision Period; and (e) satisfy such other terms and/or conditions as we may specify in respect of such Decision Period. <p>2.3 Notwithstanding the foregoing and any provision in this Agreement to the contrary:</p> <ul style="list-style-type: none"> (a) we make no representations or assurances on our acceptance of any elections to make any Placement in any Decision Period; and (b) we shall be entitled to reject, without any reason, any election or request to make any Placement in any Decision Period. <p>2.4 You will be notified if any of your elections to make a Placement is accepted or rejected by us.</p> <p>2.5 Where you elect to make a Placement in respect of a Decision Period, you agree, understand and accept that:</p> <ul style="list-style-type: none"> (a) if we accept your election, the amount you will earn on the Principal Sum shall be based solely on the prevailing Guaranteed Rate as specified by us in respect of such Decision Period or notified to you from time to time; (b) if we accept your election, the Placement shall be held by you until the relevant Maturity Date and, unless otherwise 	<p>From time to time, you may be given the opportunity to make placements with us from funds which have been transferred into your StashAway Simple™ Guaranteed portfolio.</p> <p>Each placement that is accepted by us will earn you a guaranteed sum above your initial investment amount. Such sum will be based on a guaranteed rate that is offered to you in respect of the placement. We will inform you of the rate and the duration of the lock-in period prior to each placement. You will not be able to terminate your placement and withdraw your funds before the end of the lock-in period.</p> <p>Do note that these placements are not covered by the deposit insurance offered by the Singapore Deposit Insurance Corporation.</p>
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<p>permitted by us upon receipt of your written request, you will not be able to liquidate, withdraw, transfer, assign, rescind or otherwise terminate the Placement before the Maturity Date;</p> <p>(c) you and/or the Placement shall be subject to such other terms and/or conditions as we may specify and vary from time to time; and</p> <p>(d) the Placement is not a "deposit" as defined in the Singapore Banking Act 1970, and does not benefit from the deposit insurance coverage under the Deposit Insurance and Policy Owners' Protection Scheme Act 2011.</p>	
<p>3. MATURITY OF PLACEMENTS</p> <p>3.1 On the Maturity Date of a Placement, the Principal Sum and amount accrued on such Principal Sum based on the Guaranteed Rate applicable to the Placement will be made available in the Relevant Portfolio under which the Placement was made, which you may then withdraw or transfer to another portfolio, or elect to make another Placement, where available. Apart from the foregoing, we shall not be liable or responsible to make any other payments or assets available to you in respect of any Placement.</p> <p>3.2 Notwithstanding any provision in this Agreement, you agree and accept that we shall be entitled to, in our sole and absolute discretion and without any prior notification or reason, terminate any Placement before the Maturity Date of the Placement. In the event we do so, we will notify you of such termination.</p>	<p>Once the lock-in period for each placement expires, we will return you your initial investment amount and the funds that have accrued on such amount to your StashAway Simple™ Guaranteed portfolio. You may then choose to withdraw these funds or make another placement, if available.</p> <p>We also reserve the right to terminate any placement before the expiry of the lock-in period. If we do so, we will contact you.</p>