
INTRODUCER TERMS AND CONDITIONS

(CORPORATE)

These terms and conditions ("**Introducer Terms**") are effective from **15 December 2024** and govern the relationship between **SBI Digital Markets Pte. Ltd.** (Company No. 202041064W), a private limited company incorporated in Singapore with principal office at 12 Marina View, #06-03 Asia Square Tower 2, Singapore 018961 ("**SBIDM**") and such corporation, company, partnership, association, or unincorporated organisation ("**Introducer**") which has requested to act as an introducer and perform certain activities on behalf of SBIDM through execution of (a) an application form issued by SBIDM or (b) a fee addendum between SBIDM and the Introducer ("**Fee Addendum**").

SECTION A: TERMS AND CONDITIONS

1. APPOINTMENT AS INTRODUCER

- 1.1. **Appointment as Introducer.** At the request of the Introducer, SBIDM agrees to appoint the Introducer to perform such activities described in Clause 2 (“**Introducing Activities**”) on behalf of SBIDM in accordance with these Introducer Terms.
- 1.2. **Acceptance to act as Introducer.** By executing the Fee Addendum, the Introducer agrees to accept and fully comply with the terms and conditions set out in these Introducer Terms.
- 1.3. **Non-exclusive Appointment.** Nothing in these Introducer Terms shall prevent SBIDM from appointing any other individual, corporation, company, partnership, association, or unincorporated organisation as an introducer to perform the Introducer Activities or similar activities.

2. INTRODUCING ACTIVITIES

- 2.1. **Introducing Activities.** The Introducer undertakes to perform each of the following activities on behalf of SBIDM at its own cost and expense:
 - (a) identify any of the following prospect interested in obtaining any SBIDM Services from SBIDM or any SBIDM Affiliate Services from an SBIDM Affiliate (each a “**Prospective Client**”):
 - (i) any corporation, company, firm, partnership, or other similar organisation (“**Corporate Entity**”) who meets the requirements of an Accredited Investor or an Institutional Investor;
 - (ii) any natural person who meets the requirements of Accredited Investor (“**Individual**”);
 - (b) provide to each Prospective Client the following information and/or materials as prescribed by SBIDM or a SBIDM Affiliate (“**SBIDM Prescribed Materials**”) in the exact form and content received from SBIDM:
 - (i) such materials which contain factual information on SBIDM and any SBIDM Services or a SBIDM Affiliate and SBIDM Affiliate Service; and
 - (ii) the Disclosure, which the Introducer has to provide to a Prospective Client pursuant to Applicable Laws, whether verbally or in written form, at the point of performing any Introducing Activities. If such Disclosure was provided by the Introducer to a Prospective Client verbally, upon request by SBIDM, the Introducer shall provide a written confirmation to SBIDM confirming that the disclosure has been provided to such Prospective Client verbally;
 - (c) provide contact details of such Prospective Client to SBIDM after obtaining the written consent of such Prospective Client. Contact details shall mean the following information and shall be provided to SBIDM in a format and manner stipulated by SBIDM in writing (“**Deliverable**”):
 - (i) where a Prospective Client is an Individual, name, contact number, and email address of such Individual; and
 - (ii) where a Prospective Client is a Corporate Entity, name of the Corporate Entity together with name, business contact number and email address of an authorised representative of such Corporate Entity.
- 2.2. **Disclosure by the Introducer.** The Introducer shall, and shall procure an Introducer Representative, disclose (“**Disclosure**”) the following to a Prospective Client when performing any Introducing Activity:
 - (a) the introducer is carrying out Introducing Activities for SBIDM;
 - (b) when carrying out Introducing Activities, neither the Introducer nor any Introducer Representative shall give advice or provide recommendations on any Capital Markets Products to such Prospective Client;
 - (c) whether or not the Introducer, or the Introducer Representative is or will be remunerated by SBIDM for performing the Introducing Activities; and
 - (d) (if so requested by such Prospective Client) the amount of Introducer Fee payable by SBIDM.

3. EXCLUSION FROM THE SCOPE OF AUTHORITY OF THE INTRODUCER

3.1. **Exclusion from scope of authority of the Introducer.** The Introducer shall not:

- (a) represent itself to any third party as an agent or representative of SBIDM, or as being authorised to bind SBIDM in any way, and shall not do anything which might reasonably create the impression that the Introducer is so authorised;
- (b) perform any other activities or incur any obligation on behalf of SBIDM except for the Introducing Activities or any other activities expressly authorised by SBIDM in writing;
- (c) give advice or provide recommendations on any Capital Markets Products to any Prospective Client;
- (d) provide any Prospective Client with any other materials, save for the SBIDM Prescribed Materials;
- (e) negotiate and/or agree to any terms with any Prospective Clients with respect to any SBIDM Services, any SBIDM Affiliate Services or Capital Markets Products;
- (f) make any representations, guarantees or warranties about SBIDM or any SBIDM Services, any SBIDM Affiliate Services or Capital Markets Products, other than those approved by SBIDM in writing or contained in any SBIDM Prescribed Materials or any other written materials or written instructions provided by SBIDM;
- (g) display or use any of SBIDM's Intellectual Property Rights and/or any SBIDM Prescribed Materials, and/or represent itself as having any connection with SBIDM, except in accordance with the Introducer Terms or the terms of any prior written approval or instruction from SBIDM;
- (h) amend, modify, vary or supplement any SBIDM Prescribed Materials in any way or reproduce any SBIDM Prescribed Materials in any way save with the prior written consent of SBIDM; or
- (i) do or omit to do anything that would cause SBIDM to be in breach of any Applicable Laws or regulations applicable to it as a result of the Introducer Terms;
- (j) act in any way which could reasonably be expected to have an adverse effect on SBIDM's reputation;
- (k) accept any fees or commission from any Prospective Client or represent or imply to any Prospective Client that it has been authorised by SBIDM to accept any fees or commission; or
- (l) receive or deal with, or represent or imply to any Prospective Client that it has been authorised by SBIDM to receive or deal with, money or property of any Prospective Client.

4. MUTUAL REPRESENTATIONS AND UNDERTAKINGS

4.1. **Introducer representations and undertakings.** The Introducer represents and undertakes the following to SBIDM that for as long as the Introducer continue to act as an introducer for SBIDM:

- (a) the Introducer is duly organised, registered and validly existing under Applicable Laws of your jurisdiction of incorporation;
- (b) the Introducer has all requisite corporate power, approvals and authority to execute, deliver, receive and perform your obligations under the Introducer Terms and any Introducing Activities;
- (c) the Introducer has obtained and shall maintain all governmental, regulatory and other third Party licences, authorisations, approvals, consents or permits required to perform the Introducer's obligations under these Introducer Terms;
- (d) acting as an introducer is not the Introducer's sole business activity, and it is, and shall continue to, engage in other lawful business activities and is, and shall continue to be, duly licensed to conduct such business under the laws of all jurisdictions in which the Introducer conducts its business;
- (e) any person(s) empowered to act on the Introducer's behalf have been duly authorised;

- (f) the Introducer is not bankrupt or financially insolvent and no order, declaration or steps are being or have been taken to appoint a trustee in bankruptcy, receiver, receiver and manager, judicial manager, liquidator, administrator or other similar person over the Introducer or your property or assets;
- (g) the Introducer are solely responsible for the reporting all Tax matters to the relevant tax authority and payment of applicable taxes in respect of any funds or assets. The Introducer are also responsible for any other applicable reporting requirements, including but not limited to, any customs or foreign currency controls. The Introducer represent and warrant that the Introducer are in compliance with any applicable tax legislation and will remain compliant for as long as the Introducer receive any Service from SBIDM;
- (h) the Introducer shall comply with all Applicable Laws and all applicable Sanctions and do not do business with any person located in or is resident of any country or territory that is subject to Sanctions, including but not limited to Iran, North Korea, Myanmar and Syria;
- (i) the Introducer have not contravened the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992, the Terrorism (Suppression of Financing) Act 2002, and are not identified on any of the OFAC Lists, and none of the Introducer's directors, officers, employees or holders of equity or debt securities are identified are owned, directly or indirectly, by any person identified on any of the OFAC Lists; and
- (j) the Introducer have not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from SBIDM's employee, director, officer or agent in connection with any Introducing Activities or these Introducer Terms.

4.2. **No investigation or proceedings against Introducer.** The Introducer further represents and undertakes the following to SBIDM and undertake to ensure compliance with the representation and undertaking in this Clause for as long as the Introducer is acting as an introducer for SBIDM:

- (a) the Introducer has not been issued a prohibition order or have been prohibited from operating in any jurisdiction by any financial services regulatory authority;
- (b) the Introducer have not been the subject of any proceedings of a disciplinary or criminal nature or have been notified of any potential proceedings or of any investigation which might lead to those proceedings, under any law in any jurisdiction; and
- (c) the Introducer shall notify SBIDM in writing promptly of any actual or alleged occurrence of any of the event identified in paragraph (a) or (b) above.

4.3. **SBIDM representations and undertakings.** SBIDM represents and undertakes the following to the Introducer for the purpose of appointing the Introducer as an introducer:

- (a) SBIDM is duly organised, registered and validly existing under Applicable Laws of SBIDM's jurisdiction of incorporation;
- (b) SBIDM has all requisite corporate power, approvals and authority to execute, deliver and perform SBIDM's obligations under these Introducer Terms;
- (c) SBIDM has obtained and shall maintain all governmental, regulatory and other third Party licences, authorisations, approvals, consents or permits required to perform SBIDM's obligations under these Introducer Terms;
- (d) SBIDM shall comply with all Applicable Laws and all applicable Sanctions and do not do business with any person located in or is resident of any country or territory that is subject to Sanctions, including but not limited to Iran, North Korea, Myanmar and Syria;
- (e) SBIDM has not contravened the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992, the Terrorism (Suppression of Financing) Act 2002, and is not identified on any of the OFAC Lists, and none of SBIDM's directors, officers, employees are identified on, or are 25% or more owned, directly or indirectly, by any person identified on any of the OFAC Lists; and
- (f) SBIDM has not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from the Introducer's employee, director, officer or agent in connection with these Introducer Terms.

5. UNDERTAKINGS OF SBIDM

5.1. **Undertakings of SBIDM.** SBIDM undertakes to:

- (a) provide the Introducer with the SBIDM Prescribed Materials and any other materials as SBIDM sees fit, and where required, shall provide the Introducer updates to the SBIDM Prescribed Materials; and
- (b) provide guidance and reasonable assistance to the Introducer with respect to the performance of any Introducing Activities.

6. UNDERTAKINGS OF THE INTRODUCER

6.1. **Undertakings of the Introducer.** The Introducer undertakes to:

- (a) refer, and promote SBIDM to, bona fide Prospective Clients only, portray and position SBIDM in a favourable light in all communications, whether written or oral, and shall refrain from any action or inaction that would reduce or negatively affect the goodwill associated with SBIDM and/or SBIDM Services provided by SBIDM;
- (b) ensure all communications to any Prospective Client, made in whatever form and manner (including but not limited through emails, audio calls, video calls or face to face meetings), for the purpose of performing any Introducing Activities, shall be in accordance Applicable Laws or instruction of SBIDM;
- (c) comply with reasonable instruction of SBIDM in relation to any Introducing Activity;
- (d) ensure that the performance of any Introducing Activities and any other of its obligations under these Introducer Terms is in accordance with, all Applicable Laws (including such laws or regulations relating to privacy data, protection and the collection and use of personal information) and shall not cause SBIDM to be in breach of any Applicable Laws;
- (e) at all times act in good faith and not allow its interests to conflict with the obligations it owes to SBIDM under these Introducer Terms and/or any Applicable Laws;
- (f) keep accurate and complete separate records giving correct and adequate details of all Prospective Clients introduced to SBIDM under these Introducer Terms (including any communication or materials made to such all Prospective Clients) and shall retain the record for at least five (5) years from the date the relevant Prospective Client was introduced to SBIDM, or such longer period as required by Applicable Laws; and
- (g) establish and maintain a register of its Introducer Representatives who perform any Introducing Activities on the Introducer's behalf.

7. U.S. PERSON

- 7.1. **The Introducer is not a US Person.** The Introducer, any Introducer Representative and/or holders of the Introducer's equity or debt securities, are not a U.S. Person as defined in Regulation S under the United States Securities Act of 1933.
- 7.2. **Obligation to update SBIDM.** The Introducer acknowledges and agree that in the event the status of the Introducer, or the status of any of your Introducer Representative or holders of the Introducer's equity or debt securities, changes from a non-U.S. Person to a U.S. Person, the Introducer shall (a) immediately notify SBIDM in writing and provide SBIDM with any form, certification, representation, confirmation or other information to evidence such change; and (b) bear any Losses incurred by SBIDM as result of such change.
- 7.3. **SBIDM right of termination.** The Introducer further agrees in the event the status of the Introducer, or the status of any of your Introducer Representative or holders of the Introducer's equity or debt securities, changes from a non-U.S. Person to a U.S. Person, SBIDM shall be entitled to all acts and things SBIDM deems necessary to comply with Applicable Laws and SBIDM internal policies and procedures, including but not limited to terminating the appointment of the Introducer and these Introducer Terms.
- 7.4. **No liability by SBIDM.** SBIDM is not responsible for, or liable to the Introducer of any Introducer Representative, or any other third party for any Losses which the Introducer, any Introducer Representative or any other third party may suffer as a result of SBIDM exercising SBIDM's right under Clause 6.3.

8. OBLIGATIONS OF THE INTRODUCER WITH RESPECT TO AN INTRODUCER REPRESENTATIVE

- 8.1. **Introducer Representative.** The Introducer shall ensure that any Introducer Representative performing any Introducing Activities on the Introducer's behalf:
- (a) is aware of and understands the provisions of these Introducer Terms; and
 - (b) at all time, complies with the Introducer Terms and performs any Introducing Activities in compliance with these Introducer Activities; and
 - (c) is equipped with the knowledge and skills to perform the Introducing Activities.
- 8.2. **The Introducer is solely responsible for all acts and omissions of its Introducer Representatives.** The Introducer is solely responsible for all acts or omissions of all Introducer Representatives, whether authorised by the Introducer or not.

9. ACCESS TO INFORMATION

- 9.1. **Due diligence and access to information.** The Introducer will fully cooperate with SBIDM in any due diligence request reasonably requested by SBIDM in connection with these Introducer Terms and will furnish SBIDM with all information and documents which SBIDM deems necessary for purposes in connection with these Introducer Terms within such time limit and format stipulated by SBIDM including but not limited to information with respect to SBIDM business, operations, assets, liabilities, financial condition, third party advice or opinion, memorandum, registration statement, or similar documents ("**Introducer Materials**"). The Introducer is solely responsible for the contents of any Introducer Materials provided to SBIDM. The Introducer represents and warrants that all Introducer Materials provided to SBIDM will be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. SBIDM may disclose any Client Material with third party service provider (for example fraud agency) for the purpose of performing due diligence. Failure to comply with SBIDM's request for information or documentation may result in suspension or termination of these Introducer Terms and the appointment as introducer.
- 9.2. **Reliance on information provided by the Introducer.** The Introducer understands and agrees that SBIDM (a) will use and rely upon the accuracy and completeness of all information and materials provided to the Introducer without independently investigating or verifying same; and (b) assume no responsibility for the accuracy, completeness, or adequacy for any purpose of such materials or any other information provided to SBIDM by the Introducer.
- 9.3. **Keeping SBIDM updated.** It is very important to keep SBIDM updated about any changes to the information or materials provided by the Introducer to SBIDM. The Introducer must inform SBIDM in writing promptly about any changes to the Introducer's circumstances affecting the Introducer eligibility to be appointed as an introducer and/or your ability to comply with these Introducer Terms including any legal, quasi-legal, administrative, arbitration, mediation, other proceedings, claims, actions, governmental investigations, orders, judgments of any nature made, whether existing, threatened or pending by or against the Introducer.

10. SBIDM PRESCRIBED MATERIALS AND MARKETING ACTIVITIES

- 10.1. **Intellectual Property Rights of Prescribed Materials.** All Intellectual Property Rights of whatever nature in any SBIDM Prescribed Materials (and in any enhancements or modifications to, adaptations or translations of, or derivative works based on, the Information) will remain vested in SBIDM. The Introducer shall not acquire any rights, title, or interest, express or implied, to any SBIDM Prescribed Materials (and in any enhancements or modifications to, adaptations or translations of, or derivative works based on, the Information) for any reason and in any manner.
- 10.2. **SBIDM Prescribed Materials constitute Confidential Information.** Any information provided as part of any SBIDM Prescribed Materials constitute Confidential Information of SBIDM. The Introducer undertakes to safeguard and use such Confidential Information in accordance with these Introducer Terms.
- 10.3. **Disclosure of SBIDM Prescribed Materials to Prospective Clients.** Whenever the Introducer shares and discloses any SBIDM Prescribed Materials to any Prospective Clients, the Introducer undertakes to:
- (a) be responsible for the use and distribution of any SBIDM Prescribed Materials and retain all copyright and other proprietary notices contained on any SBIDM Prescribed Materials;

- (b) comply with all Applicable Laws in relation to information to be provided to Prospective Clients; and
 - (c) not share or disclose any SBIDM Prescribed Materials to any Prospective Client if doing so could be deemed as marketing, promotion or offer of any Capital Markets Products in jurisdictions where notification, registration or recognition with any relevant regulatory authority for promotion in the jurisdiction is compulsory or in breach of Applicable Laws of such jurisdictions.
- 10.4. **The Introducer's obligation to consult SBIDM.** The Introducer shall ensure that any promotion, marketing or lead generation activities conducted in any form or manner (including on any website, social media site, mobile application, streaming services, written, printed, graphic, electronic, audio or video) ("**Promotional Activities**") in relation to the Introducing Activities shall be performed in consultation with SBIDM and in compliance with Applicable Laws.
- 10.5. **Promotional Materials subject to pre-approval of SBIDM.** Any materials prepared by the Introducer for the purposes of any Promotional Activities ("**Promotional Materials**") shall be approved by SBIDM in writing in advance prior to its publication. The Introducer may not subsequently amend, vary or supplement any Promotional Materials without first obtaining the prior written consent of SBIDM.

11. OWNERSHIP OF RELATIONSHIP WITH PROSPECTIVE CLIENTS

- 11.1. **SBIDM no obligation to establish relationship with Prospective Client.** Neither SBIDM nor any SBIDM Affiliate has any obligation to establish any relationship with any Prospective Client introduced by the Introducer, including to follow up, negotiate and/or provide any SBIDM Services or any SBIDM Affiliate Services, as applicable, to any Prospective Client.
- 11.2. **All rights and title vest in SBIDM.** The Introducer acknowledges and agrees that all rights, title and interest in any agreements made between (a) SBIDM or a SBIDM Affiliate and (b) any Prospective Client are vested in SBIDM only.
- 11.3. **SBIDM right with respect to Prospective Clients.** SBIDM or a SBIDM Affiliate may, at any time, and in its sole discretion:
- (a) terminate any agreement, written or otherwise, that it has entered into with any Prospective Client;
 - (b) determine the terms on which, if any, it will conduct business with any Prospective Client; and/or
 - (c) assign, transfer or other dispose of any agreement that it has entered into with any Prospective Clients.

12. COMPLAINTS

- 12.1. **Complaint Notification.** The Introducer shall promptly inform SBIDM in writing ("**Complaint Notification**") of any complaint raised by a third party (including the Regulatory Body) in connection with any Introducing Activities, any SBIDM Services or any SBIDM Affiliate Services, as applicable, whether such complaint is written, oral or otherwise conveyed. The Introducer shall accompanied any Complaint Notification with full and complete details regarding such complaint (together with any supporting documents and any other relevant information).
- 12.2. **Complaints Handling.** The Introducer has no authority to deal with any complaint on behalf of SBIDM or a SBIDM Affiliate and shall manage any complain strictly in accordance with the instruction of SBIDM. At the request of SBIDM and solely at the Introducer's own cost, the Introducer shall provide SBIDM with all reasonable assistance in the investigation of such complaint and the Introducer shall maintain a record of all complaints in accordance with these Introducer Terms. A complaint which has been determined by SBIDM to be unrelated to any Introducing Activity, any SBIDM Services or any SBIDM Affiliate Services will be referred back to the Introducer and the Introducer is solely responsible for managing such unrelated complaint at its own cost and expense.

13. INTRODUCER FEE

- 13.1. **Introducer Fee.** For each Successful Introduction and subject to Clause 13.2 and 13.3 below, SBIDM shall pay the Introducer such fee as set out in the Fee Addendum ("**Introducer Fee**").
- 13.2. **Conditions to payment of Introducer Fee.** The Introducer Fee are payable to the Introducer only if:
- (a) a Prospective Client is not (i) an existing client of SBIDM or any SBIDM Affiliate; (ii) a previous client of SBIDM or any SBIDM Affiliate; (iii) a prospect of SBIDM or any SBIDM Affiliate; (iv) known to SBIDM or any SBIDM Affiliate prior to the introduction by the Introducer;

- (b) such Prospective Client (“**Approved Client**”) has (i) either electronically accepted the terms and conditions applicable to any SBIDM Service or SBIDM Affiliate Service, as applicable, or executed an agreement with SBIDM with respect to any SBIDM Service or a SBIDM Affiliate with respect to any SBIDM Affiliate Service and (ii) been approved by SBIDM or the relevant SBIDM Affiliate in writing (“**Successful Introduction**”);
 - (c) SBIDM or the relevant SBIDM Affiliate has received the Net Revenue unconditionally and in full from the relevant Approved Client or the issuer, distributor or manager of the relevant Capital Markets Product acquired by the relevant Approved Client;
 - (d) SBIDM or a SBIDM Affiliate has not ceased providing the applicable SBIDM Services or SBIDM Affiliate Service to such Approved Client for whatever reason;
 - (e) the Introducer has paid all outstanding amount owed and payable to SBIDM under any agreement between (i) the Introducer and SBIDM or (ii) an Introducer Affiliate and SBIDM;
 - (f) the Introducer has not breached any provision in these Introducer Terms; and
 - (g) payment of the Introducer Fee to the Introducer does not contravene Applicable Laws.
- 13.3. **Ineligibility of Introducer Fee.** Without prejudice to Clause 13.2, the Introducer will not be entitled to any Introducer Fee in respect of any Successful Introduction concluded after the Eligible Period or the date of termination of these Introducer Terms or the appointment of the Introducer.
- 13.4. **Introducer Fee payment process.** The Introducer understands and agrees that all Introducer Fee shall be payable in the following manner:
- (a) any Introducer Fee is payable to the Introducer on a quarterly basis.
 - (b) any Introducer Fee payable to the Introducer will be set forth in a quarterly report (“**Quarterly Fee Report**”). The Quarterly Fee Report shall be final and binding on the Introducer unless the Introducer notifies SBIDM in writing of any material error within fourteen (14) days from the date of the Quarterly Fee Report; and
 - (c) unless the Introducer disputes the amount set out in the Quarterly Fee Report pursuant to paragraph (b) above, subsequent to receiving the Quarterly Fee Report, the Introducer will issue SBIDM an invoice (“**Introducer Fee Invoice**”) which sets out the amount of Introducer Fee payable by SBIDM. Such amount shall correspond to the amount set out in the Quarterly Fee Report.
- 13.5. **Payment currency.** All Introducer Fee shall be:
- (a) paid by SBIDM in SGD on quarterly basis to a bank account notified by the Introducer to SBIDM in writing within thirty (30) days after SBIDM has received the Introducer Fee Invoice; and
 - (b) inclusive of any applicable Tax, duties and charges. SBIDM shall not be obligated to pay any additional amounts to the Introducer as a result of applicable Tax, charges or duties (including any bank charges, withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges).
- 13.6. **Currency conversion.** If any amount which makes up the Introducer Fee is paid or payable to SBIDM in a currency other than SGD, SBIDM shall convert such amount to SGD at the relevant exchange rate as determined by SBIDM for the purpose of calculating the Introducer Fee payable to the Introducer.
- 13.7. **Error in payment of Introducer Fee.** Any error which results in:
- (a) an overpayment of Introducer Fee to the Introducer (“**Overpayment**”), such Overpayment represents a debt immediately due and payable by the Introducer to SBIDM on demand. SBIDM may additionally deduct any Overpayment from any amount owed held by SBIDM on behalf of the Introducer or owed by SBIDM to the Introducer;
 - (b) any underpayment of Introducer Fee to the Introducer (“**Underpayment**”), SBIDM shall reimburse the Company such amount in the next quarterly payment.

If SBIDM or the Introducer becomes aware of an Overpayment or Underpayment shall promptly notify the other party of such Overpayment or Underpayment.

- 13.8. **SBIDM right of Clawback.** Where SBIDM is subsequently required (a) to refund any amount which makes up the Introducer Fee to any third party including but not limited to the relevant Prospective Client for whatever reason, any Introducer Fee associated with such amount which has been paid to the Introducer is subject to recovery or clawback by SBIDM (“**Clawback**”). Such Clawback represents a debt immediately due and payable by the Introducer to SBIDM on demand. SBIDM may additionally deduct any Clawback from any amount owed held by SBIDM on behalf of the Introducer or owed by SBIDM to the Introducer.

14. SET OFF

- 14.1. **SBIDM right of set-off.** SBIDM may from time to time, without notice, set-off or deduct by whatever means the whole or any part of the liabilities of the Introducer under these Introducer Terms or any other agreement between (a) SBIDM and the Introducer or (b) SBIDM and an Introducer Affiliate (whether such liabilities are present, future, actual or contingent or potential, liquidated or unliquidated and irrespective of the currency of their denomination) against any amounts (i) held by SBIDM on behalf of the Introducer or an Introducer Affiliate or (ii) owed by SBIDM to the Introducer under these Introducer Terms or an Introducer Affiliate under any agreement between SBIDM and such Introducer Affiliate.

15. CONFIDENTIAL INFORMATION

- 15.1. **Confidentiality obligations.** Each party will, and will cause (in the case of the Introducer) the Introducer Representatives and (in the case of SBIDM) SBIDM Parties, to keep confidential and not use or disclose the other party’s Confidential Information except as permitted by these Introducer Terms.
- 15.2. **Authorised third parties.** Each party agrees to limit access to the other party’s Confidential Information to (in the case of the Introducer) Introducer Representatives and (in the case of SBIDM) SBIDM Parties, who have a need to access such information in accordance with the terms of these Introducer Terms.

Notwithstanding the foregoing:

- (a) the Introducer agree that an SBIDM Affiliate, officers, directors, employees, advisors, agent, subcontractor, consultant, service provider or partner (“**SBIDM Parties**”) may access and use Confidential Information of the Introducer or and where applicable, information in connection with an Introducer Representative on a need to know basis and (b) SBIDM, any SBIDM Parties may disclose and discuss Confidential Information with any counterparty or any other person or entity (whether in Singapore or elsewhere) at any time which SBIDM consider appropriate for purposes in connection with these Introducer Terms (including to comply with SBIDM’s obligations under Applicable Laws); and
- (b) the Introducer may share any Prescribed Materials with any Prospective Client in accordance with these Introducer Terms and Applicable Laws.
- 15.3. **Confidential Information proprietary to disclosing party.** Both parties agree that all Confidential Information is proprietary to the disclosing party and shall remain the sole property of the disclosing party. The receiving party will be liable to the disclosing party for any unauthorised disclosure by its Introducer Representatives.
- 15.4. **Exceptions.** This Clause is not breached by uses or disclosures of Confidential Information that are (i) authorised in writing by the disclosing party prior to the receiving party’s use or disclosure; or (ii) required by Applicable Laws, or by a Regulatory Body (“**Compelled Disclosure**”) provided that, the receiving party will use reasonable efforts to provide the disclosing party with prior notice (to the extent legally permitted) in order to afford the disclosing party an opportunity to seek a protective order or otherwise challenge the Compelled Disclosure. The disclosing party is solely responsible for any expenses incurred in seeking to prevent a Compelled Disclosure. After provision of such legally permissible prior notice, the receiving party will not be liable if such receiving party complies with the disclosure after giving the disclosing party a reasonable amount of time to respond.
- 15.5. **Expiration or termination of these Introducer Terms.** On termination of these Introducer Terms, at the written request of the disclosing party, all Confidential Information must either be returned to the disclosing party or destroyed by the receiving party an Introducer Representative or a SBIDM Party no later than thirty (30) days after the written request; provided, however, that (i) the receiving party, an Introducer Representative, any SBIDM Party shall not be required to destroy electronic copies of any computer records or files containing the Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot reasonably be deleted, and (ii) the receiving party may retain one (1) electronic copy of the Confidential Information (the “**Retained Copy**”), but the Retained Copy shall be accessed and used by the receiving party solely

for the purposes of (A) ensuring compliance with Applicable Laws and record retention policies, and (B) defending or maintaining any litigation with respect to these Introducer Terms. Any Confidential Information retained pursuant to this Clause shall remain subject to these Introducer Terms. At the request of the disclosing party, the receiving party will furnish a certificate, signed by the receiving party, certifying that any Confidential Information not returned to the disclosing party has been dealt with in accordance with this Clause 15.

15.6. **Survival.** The obligations set forth under this Clause 15 will survive termination of these Introducer Terms.

16. PERSONAL DATA

- 16.1. **Disclosure and use of Personal Data.** To the extent the parties disclose Personal Data pursuant to these Introducer Terms, each party shall comply with the PDPA and equivalent legislation with regard to any and all Personal Data that it discloses to or receives from the other Party.
- 16.2. **SBIDM as Controller.** The Introducer understands and agrees that SBIDM or a SBIDM Affiliate shall process Personal Data as a Controller for the purpose of or in connection with: (i) these Introducer Terms; (ii) any SBIDM Services or any SBIDM Affiliate Services, as applicable; (iii) applicable legal or regulatory requirements; (iv) requests and communications from the Regulatory Body; and (v) administrative, financial accounting risk analysis and client relationship purposes (the “**Data Purposes**”). The Introducer further acknowledges that Personal Data may be disclosed to, and processed by, an SBIDM Party (whether in Singapore or otherwise) for one or more of the Data Purposes. Personal Data may also be disclosed to, and processed by, other third parties to the extent reasonably necessary in connection with any Data Purposes.
- 16.3. **Introducer obligation to obtain consent.** The Introducer shall ensure that in respect of all Personal Data provided to SBIDM pursuant to these Introducer Terms and in respect of the use and disclosure of such Personal Data, all necessary rights and where required under Applicable Laws, consent of such individual has been obtained to allow SBIDM to collect, use, retain and disclose such Personal Data to any third party in connection with any Data Purposes.
- 16.4. **Obligation to implement organisational and technical measures.** Each party agrees and undertakes to implement appropriate technical and organisational measures to safeguard against unauthorised Processing of Personal Data including accidental or unlawful destruction, loss, unauthorised disclosure of, access to or alteration of Personal Data stored by such party.
- 16.5. **Obligation to provide notice.** If either party becomes aware of any one of the following incidents, it shall promptly notify the other Party:
- (a) any breach of security or unauthorised access to Personal Data within 24 hours of becoming aware of incident; and
 - (b) any complaint, inquiry or request from any individual or Regulatory Body regarding Personal Data retained by such Party unless such notice is prohibited by Applicable Laws.
- 16.6. **Prohibition to respond on behalf of the other party.** Each party shall refrain from notifying or responding to any individual or Regulatory Body on behalf of the other Party unless specifically requested to do so by the other party.
- 16.7. **Transfer of Personal Data outside of Singapore.** Where Personal Data is transferred to countries outside of Singapore, the Parties will endeavour to take steps to ensure that any Personal Data transferred continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

17. INTELLECTUAL PROPERTY

- 17.1. **Ownership and retention of SBIDM Intellectual Property Rights.** SBIDM reserves all right, title, and interest in and to any Intellectual Property Rights in any SBIDM Prescribed Materials, any SBIDM Services, any SBIDM Affiliate Services and these Introducer Terms. The Introducer shall not acquire any rights, title, or interest, express or implied, to any SBIDM Prescribed Materials, any SBIDM Services, any SBIDM Affiliate Services and these Introducer Terms nor to any derivative works, modifications, enhancements, improvements, translations or other alterations thereto.
- 17.2. **SBIDM name and logo.** The Introducer may not (a) issue any press release on the relationship between SBIDM and the Introducer or the existence of these Introducer Terms; (b) use any materials or Intellectual Property Rights of SBIDM or a SBIDM Affiliate; or (c) use the name or marks of, refer to, or identify SBIDM or any SBIDM Affiliate in any form or manner including for publicity releases, interviews, promotional or marketing materials, public

announcements, testimonials or advertising save as expressly permitted under these Introducer Terms or with prior written consent of SBIDM.

18. INDEMNITY

- 18.1. **Introducer indemnification.** The Introducer will indemnify, defend and hold SBIDM and SBIDM's officers, directors, employees, advisors, agent, subcontractor and consultant, harmless from and against all Losses arising in connection with any of the following:
- (a) the Introducer or any Introducer Representative performance of any Introducing Activities (including any complaint raised by any Prospective Client with respect to the Introducer Performance of Introducing Activities);
 - (b) any breach of Clause 15 (*Confidential Information*), Clause 16 (*Personal Data*) Clause 17 (*Intellectual Property Rights*); or
 - (c) the licensing, use, reproduction, publishing, distribution or other exploitation of your Intellectual Property Rights granted hereunder constitute an infringement, dilution or unauthorised use of any Intellectual Property Rights of any third party.
- 18.2. **SBIDM indemnification.** SBIDM will indemnify, defend and hold harmless the Introducer and an Introducer Representative from and against all Losses arising out of:
- (a) any breach of Clause 15 (*Confidential Information*) or Clause 16 (*Personal Data*); or
 - (b) the licensing, use, reproduction, publishing, distribution or other exploitation of SBIDM's Intellectual Property Rights granted hereunder constitute an infringement, dilution or unauthorized use of any Intellectual Property Rights of any third party.

If SBIDM receive information about an infringement or misappropriation Claim related to any Prescribed Materials, SBIDM may in its discretion, and at no cost to the Introducer, (A) modify the applicable Prescribed Materials so that it is no longer claimed to infringe or misappropriate the Intellectual Property Rights of a third party, (B) obtain a licence for your continued use of the applicable Prescribed Materials in accordance with these Introducer Terms. The indemnification obligations set forth in this Clause 19.2 (b) do not apply if (i) the allegation does not state with specificity that the Prescribed Materials is the basis of the Claim against the Introducer; (ii) a Claim against the Introducer arise from the use or combination of any materials not provided by SBIDM, if the Prescribed Materials or use thereof would not infringe without such combination, (iii) the alleged infringement arises from third-party materials or data, (iv) the alleged infringement arises from a modification of the materials other than by or on SBIDM's behalf, (v) the alleged infringement arises from a failure to timely implement modifications, upgrades, replacements, or enhancements made available to the Introducer by or on SBIDM's behalf, or (vi) the Claim ultimately arises from your breach of the these Introducer Terms or your gross negligence or intentional misconduct.

19. EXCLUSION OF LIABILITY

- 19.1. **No liability for consequential losses.** Neither party will be liable to the other party for any lost profit, revenue, goodwill or indirect, special, incidental, consequential, cover, business interruption or punitive damages arising out of or related to these Introducer Terms whether an action is in contract or tort and regardless of the theory of liability, even if such party has been advised of the possibility of such damages or if such party's remedy otherwise fails of its essential purpose.
- 19.2. **SBIDM liabilities.** To the extent permitted by Applicable Laws and save where any Losses suffered by the Introducer are caused by fraud, gross negligence or wilful default solely attributable to SBIDM or as indicated under Clause 19.2 above, SBIDM will not be liable to the Introducer under these Introducer Terms.
- 19.3. **Acknowledgement.** The parties acknowledge and agree that the exclusion of liability in this Clause 19 is reasonable having regard to all relevant factors, including the nature and cost of the Services provided and the allocation of risk and liability between the parties.

20. TERMINATION

- 20.1. **SBIDM's right to refuse the Introducer's request.** SBIDM has the right to refuse the Introducer's request to be appointed as an introducer at any time for any reason and without providing any reason for SBIDM's refusal.
- 20.2. **Termination without cause.** In addition to the other termination rights set forth in these Introducer Terms, either party may at any time suspend or terminate these Introducer Terms in whole, by giving the other party at least thirty (30) days written notice of suspension or termination.
- 20.3. **Termination for cause by SBIDM.** Without prejudice to any other rights or remedies under these Introducer Terms, SBIDM may at any time immediately suspend or terminate these Introducer Terms and the appointment of the Introducer, in whole or in part, if:
- (a) the Introducer commits a material breach of these Introducer Terms, which is not capable of remedy, or if capable of remedy, is not remedied to SBIDM's reasonable satisfaction within fourteen (14) days of receiving a notice from SBIDM requiring such remedy;
 - (b) the Introducer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
 - (c) SBIDM is required to terminate the Introducer's appointment as introducer pursuant to an order from any Regulatory Body or otherwise pursuant to Applicable Laws or SBIDM reasonably believes that the Introducer is using the appointment as an introducer for a purpose contrary to Applicable Laws or for an unauthorised or fraudulent use;
 - (d) the results of any "know your customer" or other similar checks or screenings under Applicable Laws or regulations conducted on the Introducer, any Introducer Representative are unsatisfactory to SBIDM or SBIDM considers, in SBIDM's discretion, the business relationship between the parties could cause reputational, regulatory, financial or operational harm to SBIDM;
 - (e) there is a withdrawal or termination, in whole or in part, of any licence, permission or authorisation required to operate the Introducer's business; or
 - (f) the Introducer has undergone a change of Control, or a sale or other sale of any substantial division or part of the Introducer's business without SBIDM's prior written consent.
- 20.4. **Termination for cause by the Introducer.** Without prejudice to any other rights or remedies under these Introducer Terms, the Introducer may at any time immediately suspend or terminate these Introducer Terms in whole or in part, if:
- (a) SBIDM commits a material breach of these Introducer Terms, which is not capable of remedy, or if capable of remedy, is not remedied to the Introducer's reasonable satisfaction within fourteen (14) days of receiving a notice from the Introducer requiring such remedy;
 - (b) SBIDM becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or
 - (c) there is a withdrawal or termination, in whole or in part, of any licence, permission or authorisation required to operate SBIDM's business.
- 20.5. **Consequence of termination.** Upon termination or expiration of these Introducer Terms, all rights and obligations of any party will cease to have effect immediately, save that the clauses which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination (including all indemnities granted to SBIDM under these Introducer Terms, any exclusion of liabilities expressed by SBIDM, Clauses 14 to 19, 21.5, 25 to 29). Expiration or termination of these Introducer Terms will (a) not affect accrued rights, obligations and liabilities of any party under these Introducer Terms as at the date of expiration and termination of these Introducer Terms; and (c) cause each party to cease to use, return and/or destroy any property (including Intellectual Property Rights) or Confidential Information of the other party in accordance with these Introducer Terms.
- 20.6. **No Liability of SBIDM.** The Introducer understands and accepts that SBIDM is not responsible or liable to the Introducer in any manner or form for any and all Losses suffered by the Introducer or in connection with any suspension or termination of these Introducer Terms by SBIDM and the Introducer hereby irrevocably waive, release,

forever discharge, and hold SBIDM harmless from any and all Claims that the Introducer or any third party may arise in connection with the foregoing.

21. SBIDM RIGHT OF AMENDMENT

- 21.1. **Right of amendment to Introducer Terms.** SBIDM reserve the right to change, modify, add or remove portions of these Introducer Terms ("**Terms Modifications**"), in whole or in part, at any time for any reason. Any Terms Modifications will be effective and binding on the Introducer immediately upon notice by SBIDM either (a) through publication on SBIDM's website or (b) by way of email delivery. The Introducer agrees and accepts that publication of amendments in the manner aforementioned is sufficient notice to the Introducer. If the Introducer continues to perform any Introducing Activities, the Introducer shall be deemed to accept the revised Introducer Terms.
- 21.2. **Introducer right of termination.** In the event the Introducer does not agree to any Terms Modifications, the Introducer may terminate these Introducer Terms by giving at least fourteen (14) days prior written notice to SBIDM.

22. FORCE MAJEURE

- 22.1. **Force Majeure.** Each party is excused from performance under these Introducer Terms and shall not be liable for any delay in performance or non-performance, in whole or in part, due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, pandemics, epidemics, quarantines, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within such Party's possession or reasonable control, and denial of service attacks (each a "**Force Majeure Event**") That obligation will be suspended for the duration of the Force Majeure Event.

23. NO ASSIGNMENT, CHARGE AND ENCUMBRANCE BY INTRODUCER

- 23.1. **Assignment by the Introducer.** The Introducer may not (a) subcontract, assign, novate or transfer of all or any part of your rights and/or obligations under these Introducer Terms or (b) charge, pledge, encumber or create or permit to subsist any security right, or create or permit to create or confer any interest (whether by way of trust or otherwise), in favour of any person (other than SBIDM), in or over any monies due under these Introducer Terms.

24. ASSIGNMENT AND SUBCONTRACTING BY SBIDM

- 24.1. **Assignment by SBIDM.** SBIDM may, without prior consent or notice, novate or assign any or all of SBIDM rights and obligations under these Introducer Terms to (a) an SBIDM Affiliate; or (b) a third party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of SBIDM's assets.
- 24.2. **Subcontracting by SBIDM.** SBIDM may subcontract or delegate SBIDM's obligations under these Introducer Terms to any third party.

25. NOTICE

- 25.1. **Notices.** All notices, requests, demands, or other communications under these Introducer Terms ("**Notices**") must be in English and in writing, and will be deemed to have been duly given when: (i) if personally delivered to the recipient, on the date in which it is delivered, (ii) if sent by reputable overnight or international delivery service (delivery charges prepaid), on the date in which it is delivered, (iii) if mailed by certified mail, return receipt requested (postage pre-paid), on the date in which it is delivered, or (iv) if delivered by email, on the date in which it has been sent by the sender (provided that the sender does not receive a notification that the email was not received by the recipient).
- 25.2. **Addresses for notices.** All Notices must be sent to a party's address or email address that has been provided to the other party in writing from time to time. In the case of the Introducer, all Notices will be delivered by SBIDM to the address or email address provided by the Introducer in any of the following documents submitted to SBIDM, whichever is later: (a) the application form; (b) the Fee Addendum or (c) change of details form.

26. DISPUTE RESOLUTION

- 26.1. **Dispute notice.** Without prejudice to either Party's rights or remedies under these Introducer Terms, if any party (each a "**Disputing Party**") brings a dispute against the other party arising out of or in connection with these Introducer Terms ("**Dispute**"), such Disputing Party shall give to the other Party a written notice of the Dispute, setting out the nature and full particulars of such Dispute ("**Dispute Notice**"). Following service of the Dispute Notice, the parties shall attempt to resolve the Dispute in good faith.
- 26.2. **Resolution period.** If the Parties are unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice or such other period as mutually agreed between the parties ("**Negotiation Period**"), either party shall be entitled to commence proceedings, subject to Clause 28 below.
- 26.3. **Settlement.** If the Dispute is resolved within the Negotiation Period, any settlement shall be recorded in writing and signed by the authorised representative of each Party.

27. GOVERNING LAW AND JURISDICTION

- 27.1. **Governing law.** These Introducer Terms shall be governed by and construed in accordance with the laws of Singapore.
- 27.2. **Jurisdiction.** The Parties agree that any dispute arising out of or in connection with these Introducer Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts in Singapore.

28. MISCELLANEOUS

- 28.1. **Titles and headings.** Titles, captions and heading are included in these Introducer Terms for reference only and will be disregarded in interpreting or construing these Introducer Terms.
- 28.2. **Entire agreement.** These Introducer Terms contain the entire understanding of the parties hereto with respect to the subject matter herein and supersede all prior agreements and understandings, whether written or oral.
- 28.3. **Further assurances.** The Introducer shall, at SBIDM's request, execute or procure the execution of such documents and do or procure the doing of such acts or things as SBIDM may reasonably require for purposes in connection with these Introducer Terms.
- 28.4. **Severability.** Any term or provision of these Introducer Terms that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of these Introducer Terms or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- 28.5. **No waiver.** Failure to exercise or enforce any right or provision of these Introducer Terms shall not constitute a waiver of such right or provision. The parties intend these Introducer Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
- 28.6. **Independent contractors.** The relationship between the parties shall be that of independent contractors. Nothing in these Introducer Terms shall be construed to create the relationship of employer and employee, a joint venture, a partnership or joint association between the parties.
- 28.7. **No third party beneficiaries.** Save for SBIDM Affiliates, no other person will have any right whatsoever to enforce these Introducer Terms or have the benefit of any of its terms.

SECTION B: DEFINITIONS

“Accredited Investors”	has the meaning given to it in the Securities and Futures Act;
“Applicable Laws”	means (a) any law or regulation in the relevant jurisdictions applicable to a Party and/or the Services from time to time; (b) the operating rules, regulations and guidelines and technical standards promulgated from time to time by any organisation which apply in respect of the Services; and (c) any conditions placed on a licence issued to SBIDM by a Regulatory Body;
“Approved Client”	has the meaning given to it in Clause 13.2;
“Capital Markets Products”	means any securities, units in a collective investment scheme, and such other products as the Monetary Authority of Singapore may prescribe as capital markets products;
“Confidential Information”	means all information, data, practices and techniques relating to the Introducer or SBIDM (including any SBIDM Party) clients, competitors, business, operations, strategies, computer systems, marketing systems and Intellectual Property Rights or other property, of which the other party becomes aware in negotiating or performing these Introducer Terms, but does not include information which is publicly available or was lawfully known at the time of disclosure or later becomes part of the public domain through no breach of these Introducer Terms. These Introducer Terms and the Introducer Fees are Confidential Information of SBIDM;
“Claims”	means any claim, demand, lawsuit, sanction, judgement, all foreseeable or unforeseeable and alleged or actual action, causes of action or other similar proceeding;
“Clawback”	has the meaning given to it in Clause 13.8;
“Introducer Materials”	has the meaning given to it in Clause 9.1;
“Client Onboarded Date”	means the date a Successful Introduction has concluded and an Approved Client is able to start receiving any SBIDM Service from SBIDM or any SBIDM Affiliate Service from the relevant SBIDM Affiliate;
“Compelled Disclosure”	has the meaning given to it in Clause 15.4;
“Complaint Notification”	has the meaning given to it in Clause 12.1;
“Control”	in relation to a Party, means direct or indirect ownership of more than 50% of the voting power or equity in an entity;
“Controller”	means an individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
“Corporate Entity”	has the meaning given to it in Clause 2.1;
“Data Purposes”	has the meaning given to it in Clause 16.2;
“Deliverable”	has the meaning given to it in Clause 2.1;
“Disclosure”	has the meaning given to it in Clause 2.2;
“Disputing Party”	has the meaning given to it in Clause 26.1;
“Dispute”	has the meaning given to it in Clause 26.1;
“Dispute Notice”	has the meaning given to it in Clause 26.1;

“Eligible Period”	means such period commencing after the Client Onboarded Date as indicated under “End Date” in the Fee Addendum;
“Fee Addendum”	has the meaning given to it in the recital;
“Force Majeure Event”	has the meaning given to it in Clause 22.1;
“Individual”	has the meaning given to it in Clause 2.1;
“Institutional Investors”	has the meaning given to it in the Securities and Futures Act;
“Intellectual Property Rights”	means any patent, right to invention, copyright, trademark, service mark, trade secret, trade dress, mask work, moral right, right of attribution or integrity, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in computer software, database rights, right to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property or proprietary right arising under the laws of any jurisdiction (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations and renewals), which subsist or will subsist in the future in any part of the world, and whether registered or unregistered (including any applications and rights to be granted, renewals or extensions of, and right to claim priority from, such rights);
“Introducer”	has the meaning given to it in the recital;
“Introducer Affiliates”	in relation to the Introducer, any entity that is from time to time, whether directly or indirectly Controlled by, Controlling or under common Control with the Introducer;
“Introducer Fee”	has the meaning given to it in Clause 13.1;
“Introducer Fee Invoice”	has the meaning given to it in Clause 13.4;
“Introducer Representative”	means any corporate entity or individual (including any officer, director, employee, agent, consultant, subcontractor or advisor) who acts, purports to act on behalf of the Introducer;
“Introducer Terms”	has the meaning given to it in the recital;
“Introducing Activities”	has the meaning given to it in Clause 1.1;
“Invested Venture”	in relation to SBIDM, means any corporation or other entity (including partnerships and other business associations) that is not a subsidiary of SBIDM or an SBIDM Affiliate, but in which SBIDM or an SBIDM Affiliate owns an equity interest;
“Losses”	means any damages, awards, settlement amounts, fines, penalties, costs, fees and expenses (including, but not limited to, reasonable attorney’s fees and expenses) or other liabilities or losses of any kind whatsoever that are incurred in connection with a Claim;
“Negotiation Period”	has the meaning given to it in Clause 26.2;
“Notice”	has the meaning given to it in Clause 25.1;
“OFAC”	means the Office of Foreign Asset Control of the United States Department of the Treasury;
“OFAC Lists”	means the sanctions lists maintained by OFAC, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List;
“Overpayment”	has the meaning given to it in Clause 13.7;

"PDPA"	means the Personal Data Protection Act 2012 of Singapore and when the context requires, its subsidiary legislation (including any, notice, order, proclamation, rule, regulation, notification, by-law or other instrument made under the Personal Data Protection Act 2012 of Singapore), as amended, supplemented or otherwise modified from time to time;
"Personal Data"	has the meaning given to it in the PDPA;
"Processing"	has the meaning given to it in the PDPA;
"Promotional Activities"	has the meaning given to it in Clause 10.4;
"Promotional Materials"	has the meaning given to it in Clause 10.5;
"Prospective Client"	has the meaning given to it in Clause 2.1;
"Quarterly Fee Report"	has the meaning given to it in Clause 13.4;
"Regulatory Body"	means any governmental, regulatory, or administrative authority, department, agency, commission, board, tribunal, crown corporation, or other law, rule or regulation making entity (including any exchange) that SBIDM, any SBIDM Affiliate or the Introducer submits to, are regulated or governed by, or are subject to the jurisdiction of, in respect of these Introducer Terms, and any successor or replacement of any of the foregoing;
"Retained Copy"	has the meaning given to it in Clause 15.5;
"Sanctions"	means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (a) Singapore, (b) the European Union, (c) the United States, (d) the United Kingdom, (e) the United Nations, or (f) any other relevant sanctions authorities;
"SBIDM Affiliate"	in relation to SBIDM, any Invested Venture or any entity that is from time to time, whether directly or indirectly Controlled by, Controlling or under common Control with SBIDM;
"SBIDM Affiliate Services"	means any services provided by an SBIDM Affiliate in such jurisdiction where such SBIDM Affiliate is authorised or licensed to provide such services;
"SBIDM Parties"	has the meaning given to it in Clause 15.2;
"SBIDM Prescribed Materials"	has the meaning given to it in Clause 2.1;
"SBIDM Services"	means any of the following: <ul style="list-style-type: none"> (a) any regulated activity, as defined in the second schedule to the Securities Futures Act, which SBIDM is permitted to conduct business in under its capital markets services license issued by the Monetary Authority of Singapore; or (b) any other services provided by SBIDM or investment opportunities referred by SBIDM;
"Securities and Futures Act"	means the Securities and Futures Act 2001 of Singapore and when the context requires, its subsidiary legislation (including any, notice, order, proclamation, rule, regulation, notification, by-law or other instrument made under the Securities and Futures Act 2001 of Singapore), as amended, supplemented or otherwise modified from time to time;
"Successful Introduction"	has the meaning given to it in Clause 13.2;

“Tax”

means and includes, in relation to any jurisdiction, whether levied during or after the expiry of the term, any applicable national, state, local or foreign income, gross receipts, licence, payroll, employment, excise, business, corporate income, severance, occupation, premium, windfall profits, capital gains tax, entertainment tax, registration fees or stamp duties, works contract tax, advertising/sponsorship-related taxes, luxury tax, environmental, customs duties, tariffs, octroi, capital stock, wealth, land, franchise, profits, withholding taxes, fringe benefits, payroll, unemployment, disability, real property, personal property, sale, use, consumption, lease, research and development, service, transfer, recording, documenting, registration, sales tax, alternative or add-on minimum, estimated or other tax or duty of any kind whatsoever and includes any surcharge, excess, charge, levy, interest, fee, penalty, related to or in addition thereto (whether direct or indirect and wherever and whenever imposed or could potentially be imposed or any deposit of tax with the authorities by way of a guarantee or security pursuant to or without any tax claim (whether disputed or not, whether by way of withholding or deduction for or on account of tax or otherwise, on a normative or deemed basis or by applying any other method, and includes for the purpose of clarity, any tax levied pursuant to audit by the tax authorities under any of the processes prescribed under the relevant law) by any authorities);

“Terms Modifications”

has the meaning given to it in Clause 21.1;

“Underpayment”

has the meaning given to it in Clause 13.7.