

THIS **AGREEMENT** commences on the << >> day of << >>.

BETWEEN:

(1) <<Insert Name / Corporate Puller Name>> (<<ID / Reg No>>. <<Insert Number>>), of <<residential / registered>> address, <<Insert Address>>; (“Puller”), and

(2) <<Insert Name>> (ID No. <<Insert Number>>), of residential address <<Insert Address>>; (“Financial Adviser Representative”), and

(for the purposes of this Agreement, the above shall collectively be referred to as the “parties” or separately as a “party”)

IT IS AGREED THAT:

1. Definition & interpretation

- 1.1. **“Confidential information”** – includes, but is not limited to, this Agreement, all information of a commercial, technical or financial nature which contains, amongst other information, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, intellectual property right, business affairs, operations or systems, financial and trading positions, information (including personal data) relating to clients, customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of PIAS, marketing information, reinsurance services details and requirements, brochures, printed matter, business plans, contacts and contact lists, rates and rate tables, contracts, all regardless of form, format or media including, without limitation, written or oral information, or information reduced to tangible form, and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items;
 - 1.2. **“Financial advisory services”** – - has the same meaning as in section 2(1) of the FAA
 - 1.3. **“Financial Adviser Representative”** – has the same meaning as in section 2(1) of the FAA, and for the purpose of this Agreement, is the person named above, who has been appointed by us as a Representative under a Representative Agreement;
 - 1.4. **“Client”** – means an individual or an entity to whom financial advisory services are provided and that includes a prospective client;
 - 1.5. **“Branch”**– means the organizational unit or branch consisting of Representatives and FSMs, headed by an FSD;
 - 1.6. **“FSD”** – means a Financial Services Director appointed by us under an MU Agreement to head an MU;
 - 1.7. **“FSM”** – means a Financial Services Manager appointed by us under an MSU Agreement to lead an MSU;
 - 1.8. **“We”, “us”, “our”** – refers to FSM, FSD, or Branch;
 - 1.9. **“You”, “Your”**– refers to the Corporate Puller named above.
2. The headings in this Agreement shall not affect its interpretation. The Schedules to this Agreement constitute an integral part hereof. Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders. Reference to a party includes that party’s personal representatives, successors and permitted assignees. Reference in this Agreement to a clause or a Schedule is to a clause or Schedule of this Agreement. Any reference to an Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any subsidiary legislation, by-laws, statutory instruments, rules, regulations, orders, notices, notifications, guidelines, practice notes, circulars, directions, information papers, consents or permissions made thereunder, even after the date of this Agreement.

3. **Appointment** – Commencing from the date of this Agreement, we appoint you as our Corporate Puller and you are only authorised to carry out puller related activities through the Representative under this Agreement.
4. **Puller's Fees** – In consideration the puller related activities carried out through the Representative, we will pay you a fee subject to the terms of the Schedules and this Agreement. All fee paid to you hereunder shall represent your sole reward for the puller related activities under this Agreement and unless otherwise agreed you shall not be entitled to reimbursement in respect of any out-of-pocket or other expenses incurred by you in connection with the puller related activities, all of which expenses shall be for your sole account. All clients introduced to us by you shall at all times remain our clients.
5. **Post-Termination Entitlement To Puller's Fees** – If termination of this Agreement was due to your misconduct, default, non-compliance, repudiation, breach, failure to perform, or the operation of clause 16 of this Agreement, you will not be entitled to any fees, which accrue after termination.

6. Obligations Of Pullers

- 6.1. When carrying out puller related activities, your appointed individuals acting as pullers shall not :
 - 6.1.1 provide financial advisory service; advice or recommendations on any investment product to the client;
 - 6.1.2 introduce or market any collective investment scheme; or
 - 6.1.3 arrange any contract of insurance in respect of life policies

7. Register Of Pullers

- 7.1 To assist us in maintaining the **Register of Pullers**, you shall furnish us with the following particulars of the individual pullers:
 - 7.1 full name;
 - 7.2 address;
 - 6.4.1 your place(s) of business;
 - 6.4.2 your contact number(s);
 - 6.4.3 your company registration number(s);
 - 6.4.4 your identity card number(s);
 - 6.4.5 your date(s) of appointment and, where applicable, your date(s) of termination by PIAS.

8. Branch/FSD/FSM's Obligations

- 8.1. You shall use/or require the individual pullers to use a **Puller Script** (sample shown below) at the events/activities during the conduct of the puller related activities.

Puller Script

"Good Morning/Afternoon/Evening Sir/Madam." If you are able to attend to 15 minutes of our <Investment talk/medical assistance program, Eldershiel Talk etc>,>, we will like to give you <Name of free gift> as a token of appreciation for your time"

9. Continuing Warranties – You continually warrant and undertake to us that:

- 9.1. you shall not be involved in the provision of any financial advisory services other than to the extent of carrying out introducing activities, nor purport to act as our representative;

- 9.2. you shall comply with all laws, Acts of Parliament, rules, regulations, decrees & other ordinances issued by any supra-governmental, governmental, state or other authority, and have all required documents, permits, approvals, licences, registrations, certifications or the like relating to the subject matter of this Agreement and to the performance by the parties hereto of their obligations hereunder including without limitation the FAA;
- 9.3. you shall comply with all instructions and directions given by us in relation to the carrying out of puller related activities;
- 9.4. you shall keep proper business records regarding the carrying out of puller related activities, and you must permit us to inspect such records upon 24 hours' notice;
- 9.5. you shall provide us with all information and documents regarding the carrying out of puller related activities upon request;
- 9.6. you shall allow and assist us to monitor your conduct of puller related activities so that we may be satisfied that you are operating within the terms and conditions of this Agreement;
- 9.7. you shall not undertake any advertising, promotion, or distribute any document prior to obtaining PIAS' written approval;
- 9.8. neither the execution, delivery and performance of this Agreement or any of the other agreements and instruments executed in connection with this Agreement to which you are a party, nor the consummation of the transactions contemplated hereby or thereby:
 - 9.8.1. requires any filing or registration with, or material permit, authorisation, consent or approval of, any supra-governmental, governmental or regulatory authority;
 - 9.8.2. violates any law, rule, regulation, ordinance, order, writ, injunction, judgment, decree or award of any court or supra-governmental, governmental or regulatory authority in force at the date of execution of this Agreement (the "relevant date");
 - 9.8.3. violates or conflicts with any provision of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under your Articles of Association or other constitutional provision, if you are a corporation
 - 9.8.4. violates or breaches any material provision of, or constitutes a default (or an event which with notice or lapse of time or both, would constitute a default) under, any of the material terms of any deed of trust, franchise, licence, lease, agreement or other instrument, arrangement, commitment, obligation, understanding or restriction of any kind to which you are a party at the relevant date, or by which you or your property may be bound at the relevant date;
 - 9.8.5. will at the relevant date cause, or give any person grounds to cause, to be accelerated (with or without notice or lapse of time or both) the maturity, or to increase the amount, or any material liability or obligation of yours.
10. **Relationship** – You are an independent contractor under this Agreement. Nothing in this Agreement shall be construed as establishing or implying any relationship of employment, agency, trust, partnership or joint venture between the parties hereto, and save as expressly authorized by this Agreement you shall not incur any liabilities on our behalf, nor make any representation or warranty on our behalf, nor pledge our credit, nor otherwise bind or oblige or commit us in any way whatsoever, without in each case obtaining our written consent. You have no authority to and shall not take part in any dispute or institute or defend any proceedings or settle or attempt to settle or make any admission concerning any dispute proceedings or other claim relating to our business or any contract concerning our business or relating to our affairs generally.
11. **Obligations of confidentiality** – In relation to confidential information disclosed to you by us or otherwise obtained by you as a result of your puller related activities, you now undertake perpetually, even after the termination of this Agreement:
 - 11.1. To maintain the same in confidence and to use it only for the purposes of this Agreement and for no other purpose and in particular; but without prejudice to the generality of the foregoing, not to make any

commercial use thereof or use the same for the benefit of yourself or of any third party other than pursuant to this Agreement;

- 11.2. Not to copy reproduce or reduce to writing any part thereof except as may be reasonably necessary for the aforesaid purposes and that any copies reproductions or reductions to writing so made shall be our property;
- 11.3. Not to publish or disclose the same to third parties other than as expressly permitted herein, without our prior written consent;
- 11.4. To treat all personal data at all times in accordance with the **Personal Data Protection Act 2012** ("PDPA"). You consent to us collecting, using and disclosing your individual pullers' personal data for purposes related to this Agreement and for managing your relationship with us; and
- 11.5. To return, delete or destroy at our direction, free of any charge, all confidential information which is in written, electronic or graphic form in your power possession and control at the conclusion of its authorized use, or upon the termination of this Agreement whichever is earlier. You shall furnish a signed statement certifying that such has been done, within 14 days of their return or destruction.

12. Termination

- 12.1. A party may terminate this Agreement without cause or reason by giving the other party 30 days' written notice.
- 12.2. In the event that you breach any of the clauses or have committed what we view as a serious misconduct, we may terminate this Agreement immediately without notice.
- 12.3. The termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued or become due between the parties prior to the date of termination. Upon termination you must immediately return all documents or information belonging to us.
- 12.4. This Agreement shall automatically terminate:
 - 16.4.1 if you become or is declared insolvent, or you make or propose to make any arrangement or composition with your creditors;
 - 16.4.2 if a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any part of your assets;
 - 16.4.3 if you for reason of whatsoever nature are prevented from performing or becoming unable to perform your obligations under this Agreement;
 - 16.4.4 if you assign or attempt to assign this Agreement without our prior written consent;
 - 16.4.5 if you have been convicted, whether in Singapore or elsewhere, of an offence involving fraud or dishonesty or the conviction for which involved a finding that he had acted fraudulently or dishonestly; or

- 13. **Notices** – All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by hand at the specified address during normal business hours of the recipient, and on the third business day following mailing, if mailed by certified or registered mail, in each case addressed as follows:

For you the Puller: <<your last known address>>

For the Representative:

Address: <<**Insert Address**>>

- 14. **Indemnity** – You undertake to indemnify and at all times hereafter to keep us and our related corporations (together with our respective officers, employees and agents) (each an "Injured Party") indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor-and-own-client basis) which may be suffered or incurred by the Injured Party by any person, party or entity

whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach, negligence, omission or failure to perform any of the provisions of this Agreement.

15. **Loss Of Profit And Consequential Loss** – In any event, and notwithstanding anything contained in this Agreement, in no circumstances shall we be liable to you and/or any party, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, or (ii) for any loss of profit, business, contracts, revenues or anticipated savings, or (iii) for any special, indirect or consequential damage of any nature whatsoever.
16. **No Waiver** - In no event shall any delay, failure or omission on the part of any party in enforcing exercising or pursuing any right, power, privilege, claim or remedy, which is conferred by this Agreement, or arises under this Agreement, or arises from any breach by any party to this Agreement of any of its obligations hereunder, be deemed to be or be construed as, (i) a waiver thereof, or of any other such right power privilege claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.
17. **Variation** – We may unilaterally vary the provisions of this Agreement in any manner without notice provided always that unless expressly stated no such variation shall constitute or be construed as a general waiver of any of the provisions hereof by any of the parties and, except to the extent (if any) to the contrary provided in the relevant variation, the rights and obligations of the parties hereunder shall remain in full force and effect.
18. **Third Party Rights** - No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, unless expressly provided for in this Agreement.
19. **Non-Assignable** - Your rights and obligations under this Agreement may not be assigned, transferred or otherwise disposed of, in whole or in part, without our prior written consent. No attempted assignment on your part shall relieve you of any of your obligations hereunder. We reserve the right to assign, transfer or otherwise dispose of, in whole or in part, its rights and obligations under this Agreement without your consent.
20. **Cumulative** - The provisions of this Agreement, and the rights and remedies of the parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity; no exercise by a party of any one right or remedy under this Agreement, or at law or in equity, shall operate so as to hinder or prevent the exercise by it of any other such right or remedy.
21. **Severability** - If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
22. **Entire agreement** - In this clause the collective term “*Statements*” shall mean all promises, warranties, undertakings, representations, specifications, descriptions, arrangements, understandings and any other statements whether or not of a nature similar to any of the foregoing (in all cases whether written or oral).
- 22.1. This Agreement supersedes all prior Statements made by any party and set forth the entire complete and exclusive agreement and understanding between the parties in connection with your role as a puller. All terms, conditions or warranties which would otherwise be implied into this Agreement by law, legislation or otherwise howsoever are hereby expressly excluded.

- 22.2. Each party acknowledges and warrants to the other party that it has not relied on any Statements not expressly set out or referred to in this Agreement.
- 22.3. Each party acknowledges and undertakes to the other party that (a) save as expressly provided in this Agreement it shall be deemed to have made no Statements to another party and (b) no party shall be under any liability (whether in contract, tort, the law relating to misrepresentation or otherwise howsoever) in respect of any Statement made by it to another party unless it is a Statement made expressly in this Agreement.
23. **Governing law and jurisdiction** - The validity interpretation effect enforceability and performance of this Agreement is governed by Singapore law. The parties submit to the non-exclusive jurisdiction of the Singapore courts for any disputes arising out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been entered into the day and year below written.

SIGNED BY [Corporate Puller])
)
Date:)

In the presence of:

SIGNED BY [Financial Adviser Representative])
)
Date:)

In the presence of:

SIGNED BY [Name: XXX])
[Position: XXX])
)
Duly authorised for and on behalf of)
<<Name Of Branch>>)
)
Date:)

In the presence of: