

# VIRGATE.

## VIRGATE TERMS AND CONDITIONS

### General Provisions

The submission of information to Virgate (as defined below), access to, and use of the Virgate website and platform (located at [www.virgate.com](http://www.virgate.com)) (the "Site" or "Platform"), and the real estate information services provided thereon (collectively, the "Service") is subject to the following contractually binding terms and conditions (the "Terms and Conditions" or the "Agreement").

If you are viewing, using, or accessing the Service for free, you are a "User." If you are viewing, using or accessing the Service under a paid fee agreement or subscription, you are a "Member." These Terms and Conditions refer to Users and Members collectively as "You." By viewing, using, or accessing the Service, You represent and warrant that You are not an unauthorised competitor of Virgate or any of its affiliates (collectively, "Virgate" or the "Company") or acting on behalf of a competitor of Virgate in registering for or accessing the Service.

By viewing, using or accessing the Service, You agree that You are at least 18 years old and that these Terms and Conditions are a binding legal agreement between You and Virgate. You also agree to be contractually bound by the Privacy Policy, which is available by hyperlink at the top of this page. If You do not agree to these Terms and Conditions, You are prohibited from viewing, using or accessing the Service and must immediately discontinue viewing, use, and/or access. Unless explicitly stated herein otherwise, if You and Virgate have entered into a separate written agreement that covers Your use of a Virgate product or service (the "Licensee Agreement"), the terms and conditions of such agreement shall control with respect to such product or service to the extent they are inconsistent with these Terms and Conditions. All questions concerning these Terms and Conditions should be directed to: [contact@virgate.com](mailto:contact@virgate.com). Virgate may update these Terms and Conditions at any time, with or without notice to You. You are responsible for frequently reviewing these Terms and Conditions. The latest version of the Terms and Conditions is available on the Virgate website.

### Ownership and License Grant

Virgate retains all rights (including Intellectual Property Rights as defined below), title and interest in the Service, the Virgate website, Virgate Materials, Email Alert database, Virgate technology, and all underlying technology and data including any enhancements and improvements thereto as a result of providing the Deliverables hereunder. You may not frame such websites. You will not and will not allow others to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of Virgate's technology or delete or alter author attributes or copyright notices. You shall use the Virgate system solely for Your own individual use and shall not share passwords with others or allow others to use the Virgate system under or through that Your login ID/email and password; nor shall any Member use the Virgate system to list properties or conduct searches on behalf of other non-Member brokerage, research, analyst, sales or other similar personnel. Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including, without limitation, (a) all rights associated with works of authorship including, without limitation, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired. You grant Virgate the right to market or list your name or company name as a user or searcher on the Virgate website.

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## Trademarks

The Site employs various trademarks and service marks of Virgate and of other third parties. All of these trademarks and service marks are the property of their respective owners. You agree not to use or display them in any manner without the prior written permission of the applicable trademark owner.

## Confidentiality - Data Room Services

The documents stored in the Virgate Virtual Data Room service are intended to be confidential. Except as otherwise provided herein, Virgate personnel shall not review or disclose to others the documents or other information stored there. Authorised access is designed to be restricted to the Authorised Member(s) that store the information there and other users designated by such Authorised Member(s) to have access to the information.

## How the Virgate Platform works

Virgate is a platform and marketplace for institutional grade, commercial real estate transactions. Virgate provides an all-in-one transaction management platform to tailor campaigns and manage property portfolios. Virgate's smart deal room enables buyers, sellers and brokers to collaborate in real-time, accessing information across desktop and mobile devices.

You can access the Platform by logging into the online portal.

Key access areas of the Platform include:

- **Deal Search:** where sellers and buyers can view and analyse public or private opportunities
- **Transaction Management:** allow buyers, sellers and consultants to collaborate so deals are concluded transparently and efficiently
- **Data Room:** allows sellers to securely store, set permissions and present documents to potential buyers
- **Research:** sellers and consultants can prepare a detailed investment thesis outlining the key benefits of their offering and why this is a good acquisition opportunity
- **Marketing:** allows users to list properties to a large investor audience and send out automated email communication
- **Online Bidding:** this function allows buyers to submit their bids online in a standard format that sellers can understand and compare
- **Scheduling Assistant:** allow users to organise their calendars so there is no overlap with other buyers, facilitating inspections, financial modelling and face-to-face meetings with prospective buyers
- **Analytics:** integration with major data providers will allow Virgate to provide bespoke analytic dashboards on opportunities using the latest data science and AI technology
- **Debt Sourcing:** enabling buyers to quickly submit and review debt terms from a wide range of debt providers

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- **Portfolio Monitoring:** manage your portfolio of assets and stay up to date with the latest research and valuations

## Guest

As a guest you will have limited access to the Virgate Platform. Guest users will only be able to view public opportunities on the Platform as well as the public pages that Virgate allows. If a non-disclosure agreement is required to access a deal, then you will need to register for an account and log in as a Member in order to gain access.

## Member

Members are registered users of the Virgate Platform. Members will be given access to upload properties into the system and benefit from the analytics Virgate provides. Members choosing to upload properties will be able to manage all their assets in one place. Members will also be able to enter confidential deal rooms. Sellers on the platform will be able to advertise off-market opportunities to targeted Members.

Members will either be individual users, not linked or associated with any other Members, or companies that have a relationship with other Members on the platform. Members can convert their accounts to companies if there are multiple Members from the same company, all subsequent users joining the Platform will then automatically form part of this company.

Members associated with a company will have certain permissions in their account page to provide services such as buy-side advisory and debt. These will allow users to provide these services on opportunities within the Platform. Users that have selected these services will select geographic and sector preferences to understand limitations to their services. Once services have been selected they will be advertised on opportunities that meet the criteria. Note that not all services will be available on every opportunity as sellers have the right to allow or disallow services. Services will be charged.

## Seller

As a Seller you will be responsible for the property listing that you have put on the market. You only become a Seller when you are in the project team of a live opportunity that is being presented to buyers. At this time you take responsibility for the sale, although you can grant access to a consultant/broker to be on your project team. These consultants/brokers can have varying levels of permission within the deal room which can be set. Sellers that list on Virgate will be subject to a success only fee as outlined in the listing process.

The Platform will track investor interest, online bid submissions, non-disclosure agreements, investor list status reports, key contacts, property particulars, confidential documentation, financial information and email marketing campaigns.

## Buyer

Members will become Buyers in select opportunities where they have been granted access to a deal room. This will give them permission on an opportunity basis to gain access to confidential information. It will also allow them to view property summary, financials, research, transaction information, debt sourcing, FAQ's, the scheduling assistant and to submit bids online. It will also allow access to Virgate's dedicated debt sourcing function where buyers can reach out to debt providers and view their terms.

**Bid Process** [NOTE TO ALEX – SHOULD MENTION PERHAPS THE BINDING STATUS OF A SUCCESSFUL BID ETC – TO FLESH OUT A BIT MORE DETAIL HERE...]

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Virgate allows the submission of bids through the online deal room. Sellers are able to adjust key parameters of the bidding function in order to tailor and experience that will not only maximise the number of bids received but also provide a competitive environment to maximise pricing of the bids. Buyers will be able to edit and update their bids any time before the bid deadline, each Buyer will need to submit the required information outlined by the Seller in order to successfully submit a bid.

## **Membership Privileges**

Membership privileges are granted by Virgate to individuals exclusively and are granted specifically to registered members only. Membership rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the registered Member without the express written permission of Virgate. By completing the registration process You become a "Member," and You represent and warrant that the information You provide is true, accurate, complete, and current. Each Member must maintain a valid email address and a password, which shall be utilised for logging on to the Virgate system. Members are not permitted to share their individual login information with others. Virgate has the right to refuse or terminate service to any Member, individual, organisation, or firm (and all persons associated or affiliated with said organisation or firm) that fails to abide by the Terms and Conditions, as posted and displayed on the Virgate website, or abuses its rights related to the Service. Upon registration, which is free, User becomes a Member. Users and Members may search using the Service, and will receive access to the available advertised properties matching the designated search parameters. A Member will be able to view exclusive opportunities, off market opportunities, sign non-disclosure agreements and fully participate in the deal room functionality. Members may also list properties on the Service, but those listings will only be able to be fully accessed and viewed in the search results generated on the Company's [www.Virgate.com](http://www.Virgate.com) site.

Virgate utilises email as a vital and primary communication channel with Members, who hereby acknowledge and grant Virgate the permission to communicate with them via email (as well as other communication channels such as phone) for any purposes Virgate determines to be relevant including, but not limited to, system messages, product updates, service announcements, and other marketing messages. Virgate will honour Member's request to opt out of marketing messages and other privacy-related requests to the extent required by law. Due to the nature of the Platform, certain email communications may be considered critical from an approval and system security perspective and Virgate reserves the right to send communication at all times where user specific input is required in order to provide the Services. By becoming a Member, You acknowledge and agree that the Company may record telephone and other electronic communications it has with You for their internal business purposes, including but not limited to training and quality assurance purposes.

## **Submission and Administration of Listings and Bids**

Members may submit to Virgate property descriptions, photographs, images, videos (which may include sound and/or music), graphics and financial, contact or other information (collectively, the "Submitted Content") for each listing and as part of the bid submission process in Virgate. By submitting a listing or a bid, Member represents, warrants and agrees that (a) You own or have the full right, power and authority to grant to Virgate use of and rights in and to all Submitted Content that You upload, post, e-mail or otherwise transmit to Virgate; (b) Your license of such content to Virgate hereunder does not, and the use or license of such content by Virgate to third parties will not, infringe any right or interest owned or possessed by any third party; (c) there are no claims, judgments or settlements to be paid by You, or pending claims or litigation, relating to such content; (d) any Submitted Content which is related to a listing or a bid is accurate, correct, free from errors; (e) any bid submission made can be effected in order for an opportunity to become a Completed Transaction; and (f) You will fully indemnify Virgate against any and all damages or other losses, and any related attorney's fees, other fees, and/or expenses, incurred by the Company as a result of any breach of the foregoing representations or in connection with Your Submitted Content, including, without limitation, as a result of any claim brought by a third party in connection with Your Submitted Content, whether or not such claim prevails. With respect to all Submitted Content You have uploaded in the

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past or elect to upload in the future, post, e-mail or otherwise transmit to or via the Service, Virgate acknowledges that You retain any applicable ownership rights that You may have with respect to the Submitted Content. You nonetheless grant Virgate and its affiliates and their licensees a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license (through multiple tiers) to use, reproduce, adapt, aggregate, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to all such Submitted Content (in whole or part), whether submitted in the past or in the future, and/or to incorporate it in other works in any form, media, or technology now known or later developed. Member further acknowledges and agrees that Virgate may preserve any such Submitted Content, whether submitted in the past or in the future, and may also disclose such Submitted Content in its sole discretion (including, without limitation, within other products offered by Virgate and its affiliates, including other Virgate Group, Inc. companies). Member agrees not to submit any Submitted Content to Virgate unless Member has received all necessary rights and authorizations, including from the photographer or videographer and/or copyright owner of any photographs or videos, to publish and advertise the property listing and respective bid submission on Member's website and Virgate's website. Specifically, Member will not submit a photograph if Member received the photograph from a third party information provider under the terms of a license that does not allow posting of such photograph or video on the Virgate website. Members may submit videos personally created by them or their direct employees or clients who have given permission. Members may also upload or otherwise submit videos created or produced by third-party video tour providers provided they have obtained any necessary consents and permissions to do so. Where Member's listing incorporates content provided by Virgate or its affiliates, such as property photos or other images, information, tools provided by Virgate (including, but not limited to, the "Acceptance Details" feature that populates with relevant information when an agreement is executed through the Virgate website), forms, agreements (collectively, "Virgate Materials"), Member is granted a limited, revocable, exclusive and non-sub-licensable license to use such Virgate Materials strictly in connection with Member's Virgate listing. All other rights to Virgate Materials are expressly reserved. The Company may, in its sole discretion but without any obligation to search for such, remove property listings that are alleged to have been submitted in violation of this provision. In addition, the Company may require additional evidence of compliance with this provision from Members who are alleged to have submitted property listings, bids, Submitted Content or other information in violation of these binding Terms and Conditions. The Company will, in its sole discretion, terminate the accounts of, and refuse service to, any Member who repeatedly or knowingly violates these binding Terms and Conditions. Member agrees to maintain accurate contact information (specifically, a valid phone number and email address) in order to submit and maintain active property listings and bids on the Virgate website. No robot, spider or other automated service may be used to submit listings or bids to the Service. The Company shall have the sole authority to choose the manner in which any property listing will be searched, displayed, accessed, viewed, downloaded, copied, and otherwise used on the Virgate website and Company shall have the right to modify the property listing in the exercise of its rights under these binding Terms and Conditions. Listings that are not modified or renewed within a 75-day period are automatically changed to "Unpublished" and are no longer viewable on Virgate.com. Member (a) represents and warrants that all properties and associated information provided by Member, including Submitted Content, will be accurate; (b) agrees not to post a property listing on the Virgate marketplace under a name other than the individually named licensed real estate agent or agents that have been engaged by the property owner to market the property under the terms of a duly executed listing agreement with the owner (shared accounts, e.g. listings@abcrealty.com are strictly prohibited); (c) agrees to administer the properties provided by Member and maintain their accuracy at all times. The Company reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the property listings or bids posted on the Virgate website. Member is entirely responsible, and Virgate accepts no responsibility, for the Submitted Content from the Member in respect of a listing, bid or otherwise. While Virgate will undertake reasonable efforts to ensure the Platform is maintained and in working order, for data backup and business resumption, Member will be solely responsible for retaining back-up copies of all information, photographs and other materials it provides to Virgate. Member agrees that Virgate may adjust portions of the information contained within the Service (e.g., within property listings). Any such adjustments will have no material impact on the meaning and interpretation of property listings,

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but will serve as a means of uniquely identifying the property listings. Member accepts that this is a legitimate and lawful security precaution on the part of Virgate, and accepts further that in the event that any third party has access to property listings that can be identified as having such unique adjustments, this shall constitute a *prima facie* breach of security and of these Terms and Conditions.

## Use of Information

You agree to treat all information obtained from the Service, including Virgate Materials, listings, member directory, and any information otherwise made available to You in the Service (individually and collectively, the "Content") as proprietary to Virgate. You agree that Content reserved for Members will be maintained as confidential and shall be protected as a trade secret of Virgate. Virgate does not ensure the accuracy of, endorse or recommend any Content and You use such Content at Your own risk. You may view, access, or otherwise use the Content solely to obtain initial information from which further evaluation and investigation may commence. You shall limit access to, viewing of, and use of active property listings and broker directory information to personal and internal use, and shall not use any information obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. You shall not use or reproduce any Content that is obtained from the Service, or that is otherwise made available to You in the Service, for or in connection with any other listing service or device. You further shall not use the Service in any other manner for or in connection with any other listing service or device. You shall not use the Service as part of any effort to compete with Virgate, including, without limitation, using the Service to provide, alone or in combination with any other product or service, any database services to any third party or any use that causes a reduction or loss from an existing or potential Virgate Member, nor shall You remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Service. You shall not use any robot, spider or other automated process to submit listings, monitor, scrape, data mine or copy Virgate products, services or information; decompile, decode or reverse engineer Virgate software; or use Virgate products or services in an unlawful manner, such as for offensive, abusive, tortious, libellous, defamatory or other illegal purposes. You assign Virgate the right to pursue enforcement of copyright and other intellectual property claims against third parties that have, without authorization, and in violation of these Terms and Conditions, scraped, copied, or distributed content from your Submissions and for which You have not granted such third parties a separate license to use.

## Passwords/Logins

Members are required to maintain the confidentiality of all logins and passwords. You are responsible for the activities that occur under your account, login or password. Virgate is not responsible for any loss or damage arising from your failure to maintain the confidentiality of your account, login information or password and/or failure to comply with these binding Terms and Conditions that relate to confidentiality of account, login or password information.

## Payment Terms

### Sellers

Each Seller (including any consultant or Seller authorised representative as the case may be) agrees to pay the amount of US\$15,000 for any transaction which completes either directly or indirectly through the Virgate Platform (a Completed Transaction). Fees due to Virgate in respect of all Completed Transactions shall be made using the payment method indicated. Fees owed depend on the specific type and quantity of Virgate products, services, information, or deliverables (collectively "Deliverables") ordered. Payment of fees shall not be contingent on any events other than the delivery of the ordered Deliverables. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by the Seller. If payment is not current, Virgate may immediately cease to provide any and all Deliverables to the Seller. The fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Deliverables. At Virgate's option, the Seller shall pay such taxes or fees directly or pay to Virgate any such taxes or fees immediately upon invoicing by Virgate.

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Virgate is required to collect sales tax on purchases in select countries. Recurring charges will include sales tax in accordance with applicable laws of your country.

## Consultants

For Consultant subscriptions, Virgate may increase subscription prices annually, on the anniversary of the subscription's start date. To view your billing information, visit My Account. Monthly Premium subscriptions will automatically renew using the Member's current credit card account number unless Member or Virgate cancels the subscription three (3) days prior to the renewal date. Member cancellations should be made online via the "My Account" tab, once Member has logged into [www.Virgate.com](http://www.Virgate.com). The fees paid for monthly subscriptions are non-refundable, regardless of whether the subscription is terminated prior to the end of the then-current monthly billing period. No partial month refunds will be provided. Except as otherwise provided herein, all other member subscriptions, including quarterly and annual commitment subscriptions, will automatically renew for additional terms equaling the original term unless Member or Virgate provides three (3) days' advance written notice of non-renewal. Quarterly and annual commitment subscriptions may be cancelled as of the end of term only; no mid-term cancellations will be permitted. All cancellation and non-renewal requests by Member will be processed within five (5) business days. Once the cancellation is processed, a confirmation email will be sent via the Member's email account on record with Virgate.

## Debt Providers

Debt Providers agree to pay the amount of US\$15,000 for any debt origination which completes either directly or indirectly through the Virgate Platform (an "Origination Transaction"). Fees due to Virgate in respect of all Origination Transactions shall be made using the payment method indicated. Fees owed depend on the specific type and quantity of Virgate products, services, information, or deliverables (collectively "Deliverables") ordered. Payment of fees shall not be contingent on any events other than the delivery of the ordered Deliverables. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by the Member. If payment is not current, Virgate may immediately cease to provide any and all Deliverables to the Member. The fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Deliverables. At Virgate's option, the Member shall pay such taxes or fees directly or pay to Virgate any such taxes or fees immediately upon invoicing by Virgate. Virgate is required to collect sales tax on purchases in select countries. Recurring charges will include sales tax in accordance with applicable laws of your countries.

If a Member has a question about a cancellation, the Member should contact [contact@virgate.com](mailto:contact@virgate.com). The Company reserves the right to change its fees or billing methods at any time. The Company will provide timely notice to the affected Members of any such changes.

It is the Member's responsibility to promptly provide the Company with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Account updates should be made online via the "My Account" tab, once Member has logged into [www.Virgate.com](http://www.Virgate.com). Virgate does not validate all credit card information required by the Member's payment provider to secure payment.

The Member must notify Virgate about any billing problems or discrepancies within 90 days after charges first appear on their Account statement. If it is not brought to Virgate's attention within 90 days, Member agrees to waive their right to dispute such problems or discrepancies. Notwithstanding anything to the contrary in the Licensee Agreement, if any, Virgate reserves the right to discontinue the provision of all or any portion of the Deliverables, in which case (i) Member shall only be responsible for paying fees associated with that portion of the Deliverables (if any) that continue to be provided after the effective date of such termination, and (ii) Virgate shall refund any fees (if any) paid by Member for provision of the discontinued Deliverables after the effective date of such termination.

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## Fees

You are responsible for the timely payment of any fees incurred by your use of components and Services available on the Site or via links to other web sites, and all taxes applicable to your use of the Services.

SUBJECT TO THE TERMS OF ANY LICENSE AGREEMENT BETWEEN VIRGATE AND YOU, WE RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO PROSPECTIVELY CHANGE THE NATURE AND AMOUNT OF FEES CHARGED FOR ACCESS TO THE SERVICES OR ANY OF THE COMPONENTS OR SERVICES AVAILABLE ON THE SITE, AND THE MANNER IN WHICH SUCH FEES ARE ASSESSED.

## Unsolicited Commercial Email (Spam)

Virgate prohibits the use of our system or its tools to generate or send unsolicited commercial email (spam). You may not use the Service, or other email services that Virgate offers to send spam (i.e. unsolicited commercial email) or otherwise send content that would violate these Terms and Conditions. By using the Virgate Platform, You agree to send email only to those who have given You consent or with whom You have an established business relationship. Virgate has the right to revoke the privileges of any party who breaches these terms.

## Privacy

Virgate is committed to respecting the privacy of Your personal information in connection with Your use of this Site. We take great care to keep Your personal information confidential and secure. However, the Internet is not a totally secure medium of communication. For this reason, We cannot guarantee the privacy of any information You input on the Site, send to Us, or request be delivered to You on the Internet. Virgate will not be responsible for any damages You or others may suffer as a result of the loss of confidentiality of any such information.

Use of the Site is subject to Virgate's Privacy Policy, located at [www.virgate.com](http://www.virgate.com) and included at the top of these Terms and Conditions as a hyperlink, and which is hereby incorporated into, and made part of, these Terms and Conditions. Virgate reserves the right, and You authorise Us, to use the Services and any and all other personal information provided by You in any manner consistent with Our Privacy Policy.

In accessing Our Platform, you are deemed to have agreed to abide by the provisions of the Personal Data Protection Act 2012 of Singapore, and its associated subsidiary legislation, regulations and/or guidelines.

## Termination

In addition to any other termination rights permitted herein, Virgate reserves the right to terminate or suspend a Member's account upon a good faith determination of a violation of these binding Terms and Conditions or any material provision of another agreement between the parties or their affiliates. Cause for termination includes, but is not limited to, breaches or violations (including threatened breaches or violations) of the Terms and Conditions, requests by law enforcement, fraudulent or illegal activity by You, discontinuance or material modification of Virgate services, non-payment of fees owed by You in connection with Virgate or its affiliates' services, account inactivity or technical or security issues. Upon termination, Virgate shall have no obligation to maintain or forward any content in your account.

## Platform compatibility

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Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Virgate Platform. While we continuously develop the Virgate Platform in order to, as far as possible, support all commonly used devices, models and/or browsers in markets where the Virgate Platform is likely to be accessed from, we do not warrant compatibility of the Virgate Platform with specific devices, models and/or browsers.

Our Site and Platform may require data network, and due to the device, model and/or browser, there may be delay/hang in the function of the device from consumption of memory and/or data. We shall not be responsible nor liable for any such malfunctions, slowness or hang of your device from using and/or accessing our Site or Platform. We will use commercially reasonable efforts in resolving such reported malfunctions towards the consistent performance of our Site and Platform.

## **Limitation of Liability and Indemnification**

IN NO EVENT SHALL VIRGATE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, OTHER INTANGIBLE LOSS, INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION, PRODUCTS OR SERVICES PROVIDED, RELIANCE BY THE YOU ON THE COMPLETENESS OR ACCURACY OF INFORMATION, PRODUCTS OR SERVICES, LOSS OF USE OF DATA, LOSS OF DATA, COMPUTER VIRUSES, COMPUTER CORRUPTION, DELETION OR CORRUPTION OF CONTENT OR DATA MAINTAINED OR TRANSMITTED THROUGH THE USE OF VIRGATE'S SERVICES, PRIVATE LISTING FUNCTIONALITY OR MEMBER'S FAILURE TO KEEP LOGIN AND/OR PASSWORD SECURE AND CONFIDENTIAL ARISING OUT OF THESE BINDING TERMS AND CONDITIONS. Your exclusive remedy, and Virgate's entire liability under these Terms and Conditions shall be a refund of the fees paid to Virgate hereunder, and in no event will Virgate's liability for any reason exceed such fee. Virgate (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from Member's use of the Deliverables, and Member shall indemnify Virgate (and Virgate's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than Member arising from Member's use or application of the Deliverables. Some jurisdictions do not allow the exclusion of liability for certain damages. As a result, some of the exclusions above may not apply to You.

VIRGATE SHALL NOT HAVE ANY LIABILITY FOR ANY DAMAGES RESULTING FROM ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR FROM ANY DELAY IN THE PERFORMANCE THEREOF DUE TO CAUSES BEYOND VIRGATE'S CONTROL, INCLUDING, WITHOUT LIMITATION, INDUSTRIAL DISPUTES, ACTS OF GOD OR GOVERNMENT, PUBLIC ENEMY, WAR, FIRE, OTHER CASUALTY, FAILURE OF ANY LINK OR CONNECTION WHETHER BY COMPUTER OR OTHERWISE, OR FAILURE OF TECHNOLOGY OR TELECOMMUNICATIONS OR OTHER METHOD OR MEDIUM OF STORING OR TRANSMITTING THE PRODUCT.

BY USING THE SERVICE, YOU WAIVE AND RELEASE VIRGATE FROM ANY AND ALL LIABILITY OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH YOU MIGHT HAVE ASSERTED OR ALLEGED AGAINST ANY OF THE VIRGATE BY REASON OF OR ARISING OUT OF THE SERVICE OR YOUR USE THEREOF. THE WAIVERS AND RELEASES SET FORTH IN THESE TERMS AND CONDITIONS INCLUDE CLAIMS OF WHICH YOU ARE PRESENTLY UNAWARE OR WHICH YOU DO NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY YOU, WOULD MATERIALLY AFFECT YOUR WAIVER AND RELEASE SET FORTH ABOVE.

You agree to indemnify, defend, and hold harmless Virgate from and against any third party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') Submitted Content, your violation of any third party right, including without limitation any copyright, property,

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or privacy right, use or misuse of any portion of the Service, or your violation of these Terms and Conditions. You shall cooperate as fully as reasonably required in the defence of any such claim or demand. Virgate and any third party involved in creating, producing, or delivering the Service reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, at your expense, and You shall not in any event settle any such matter without the written consent of Virgate and any such third party.

## **Warranty Disclaimers**

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- a description of the copyrighted work that You claim has been infringed;
- identification of the material You claim is infringing, including a description of where such material is located;
- your address, telephone number, and e-mail address;
- a signed statement that the information in your notice is accurate, that You have a good-faith belief that the identified use is not authorized by the copyright owner, its agent, or the law; and under penalty of perjury, that You are the copyright owner or are authorised to act on the copyright owner's behalf.

Address: [TBC]

Email: [TBC]

We may forward any notice(s) of alleged infringement to the person(s) who provided the allegedly infringing content. Please note that this procedure is exclusively for notifying Virgate that your copyrighted material has been infringed.

## Brokers and Agents

Any Member who identifies himself or herself as a broker or agent on the Virgate website member registration form or otherwise purports to be a broker on Virgate's service hereby represents and warrants that such Member is validly licensed as a broker and is in compliance with applicable broker requirements in all jurisdictions in which Member is required to be licensed. The Company may, in its sole discretion, but without any obligation to verify the licensure of such individual as a broker or agent, remove from the list of brokers any Member whom the Company believes is not a licensed broker or agent in any applicable jurisdiction. The Company may, in its sole discretion, terminate the accounts of, and refuse services to, any Member who repeatedly or knowingly misrepresents its licensed broker or agent status or upon notification by any agency or similar governmental authority that such Member is not a licensed broker. Virgate does not and shall not have any obligation to independently verify the licensure of individuals identified as brokers and agents on the website. It is your responsibility to confirm the licensed status of any brokers listed on the Virgate website.

## Debt Providers

Any Member who identifies himself or herself as a Debt Provider on the Virgate Platform or otherwise purports to be a Debt Provider on Virgate's service hereby represents and warrants that such Member is a validly licensed Debt Provider and is in compliance with applicable Debt Provider requirements in all jurisdictions in which the Member is required to be licensed. Virgate may, in its sole discretion, but without any obligation to verify the licensure of such individual as a Debt Provider, remove from the

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list of Debt Providers any Member whom Virgate believes is not a licensed Debt Provider in any applicable jurisdiction. Virgate may, in its sole discretion, terminate the accounts of, and refuse services to, any Member who repeatedly or knowingly misrepresents its licensed Debt Provider status or upon notification by any agency or similar governmental authority that such Member is not a licensed Debt Provider. Virgate does not and shall not have any obligation to independently verify the licensure of individuals identified as Debt Providers on the website. It is your responsibility to confirm the licensed status of any Debt Providers listed on the Virgate website.

## Governing Law; Member Right to Arbitrate

These binding Terms and Conditions, and the Deliverables provided by Virgate, shall be governed by the laws of Singapore, without reference to conflict of laws principles. You hereby consent to the exclusive jurisdiction and venue of the courts of Singapore for the adjudication of any disputes or claims arising out of and/or related to these binding Terms and Conditions. If any provision of these binding Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which shall remain in full force and effect.

You acknowledge that any breach of these binding Terms and Conditions, including, without limitation, the restrictions on competitor use, viewing, or access and the sections above titled "Submission and Administration of Listings" and "Use of Information," or any unauthorised use of the Service, is a material breach of the Agreement and will cause irreparable harm and injury to the Company, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, You agree that the Company shall be entitled to injunctive relief. Any User, Member, Member, or other individual or entity that violates any term of these binding Terms and Conditions is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any similar contract, including terms and conditions, terms of use and terms of service, asserted by such User, Member, Member, or other individual or entity, or any affiliate thereof, as binding upon Virgate and its affiliates, including other Virgate Group companies. Material breach of these binding Terms and Conditions harms the integrity, functionality, and reputation of Virgate and its affiliates; detracts from Users' and Members' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of Virgate. You agree that, in the event You materially breach these binding Terms and Conditions, You will pay Virgate's reasonable attorneys' fees and costs, to be determined by a court or arbitrator.

## Waiver and Severability

The failure of Virgate to exercise or enforce a legal right or remedy contained in the Terms and Conditions does not constitute a waiver of any such right or remedy. No waiver of any right, term or provision of the Terms and Conditions is deemed a waiver of any other right, term or provision. If a court of competent jurisdiction finds any provision of the Terms and Conditions to be invalid, You agree that the remaining terms and provisions remain in full force and effect.

## Services Auditing and Monitoring

We reserve the right to audit and monitor (manually or through automated means) the use of the Service to ensure compliance with these Terms and Conditions and to maintain and improve the provision of the Service. We also may, but are not required to, monitor the content on the Service using manual review or technical measures to screen, block, filter, edit or remove content. We may terminate or suspend users' accounts or delete, edit or remove content that we, in our sole discretion, deem illegal, offensive, abusive, in violation of these Terms and Conditions or our other policies, or otherwise inappropriate or unacceptable. All enforcement determinations are made in our sole discretion, and we will not incur any liability or responsibility if we choose to remove or delete any content.

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You acknowledge, consent, and agree that we may access, preserve, and disclose information about your use of the Service, including your communications and content You submit, if required to do so by law or in a good faith believe that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms and Conditions; (iii) respond to claims that any content You submit violates the rights of third parties; (iv) respond to your requests for Member service; or (v) protect the rights, property or personal safety of us, our users and the public.

## Notices

All notices to Virgate must be in writing and must be sent by way of e-mail and, in addition, in either registered mail, certified mail, or overnight mail.

## Entire Agreement

Except as provided herein, the terms and conditions of the Agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of the Agreement.

Last Updated: [DATE 2021]

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