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## User Agreement

These Standard Terms of Business, together with the engagement letter issued by SATORI BCC PTE LTD, constitute the terms of agreement (the “Agreement”) between the Company and its client (the “Client”) for legal services. Please read them carefully before instructing the Company to commence corporate service works or transactions (the “Instructed Matter”).

### 1. Representation

The Company will represent the Client in connection with the Instructed Matter as set out in the engagement letter only. Without clear instructions, the Company is not retained to represent the Client in a general capacity.

### 2. Service standard

The Company shall endeavour to ensure that the Company provides the Client with efficient, cost effective and high-quality services in relation to the Instructed Matter. The Client agrees to notify the Company at the commencement of the Instructed Matter the name and contact details of person properly authorized to give the Company instructions or act on behalf of the Client and will promptly notify the Company of any changes of such person or contact details. The Client agrees to ensure that any information requested by the Company from the Client in relation to the Instructed Matter will be accurate, complete and given to the Company promptly. The Company will not be responsible for instructions which are late, incomplete or inadequate. The Client agrees to notify the Company immediately of:

- (a) any significant changes in, or to, the information that the Client gives or has given to the Company; and
  - (b) any other relevant fact, issue or circumstances relating to the Client and/or the Instructed Matter which affects, or may affect, the Company in acting or continuing to act for the Client.
- The Client will be kept closely involved with the progress of the Company’s services in relation to the Instructed Matter.

### 3. Charges and Disbursements

The Company will bill the Client separately for charges (e.g. photocopying and printing charges) and disbursements (e.g. stamp duty) and all other out-of-pocket expenses incurred in the handling of the Instructed Matter. Charges which are required to be paid by the Client in

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the handling of the Instructed Matter (e.g. international facsimile and telephone calls) may be billed in accordance with the Company's current charges from time to time.

The Client shall promptly settle all bills from time to time issued by the Company in connection with the Instructed Matter. The Client shall not be deemed to have settled the Company's bills until the Company has actually received the payment. Payment by cheque shall be subject to clearance. If the Client deposits or transfers any money into the Company's designated bank account, the Company shall not be deemed to have received the fund until the Company has been notified by the bank concerned that the money has been received or the Client has provided the original pay-in slip for the bank deposit or transfer to the satisfaction of the Company.

#### 4. Interest

Entirely without prejudice to other rights of the Company, for any bills issued and sent, the Client may be required to pay interest thereon at the rate of 5% per annum on a daily basis if such bills or any part thereof be outstanding for more than 30 days.

Where the Company holds the Client's money in respect of a particular matter, the Company will account to the Client, where appropriate, for any interest earned.

#### 5. Billing arrangements

The Company may render bills from time to time on an interim basis. All bills are due and payable upon presentation. All bills will include a summary statement of all kinds of services rendered during the relevant period.

Fees, charges and reimbursable expenses included in each bill will be broken down by category. The Company will maintain back-up documentation for all out-of-pocket disbursements for the Client's review subject to a charge of the necessary administrative fees.

#### 6. Payment by third party

If a third party undertakes to pay the Company's fees, charges, disbursements or other expenses incurred on the Client's behalf and such third party either fails or refuses for any reason to settle such fees, charges, disbursements or other expenses for more than 30 days from the date of delivery of the Company's bill, the Client shall upon demand immediately pay such fees, charges, disbursements and other expenses as are outstanding.

#### 7. Liability for Losses Suffered by You

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Unless otherwise expressly stated in the engagement letter, the Company's liability to the Client will be limited to the total amount of service fees paid or payable by the Client to the Company.

#### 8. Money-laundering

In order to comply with the money-laundering and terrorist financing legislation the Company is bound to:

(a) request the Client to provide, among others, written documents to substantiate the Client's identity for verification purpose before the Company can accept instructions to act. The Company will take copies of these documents for records. In the case of corporate clients the Company will undertake a company search and request a director, principal shareholder, beneficial owner or other executive who is in charge of the company to provide evidence of identity as above. For overseas clients who are not able to attend the Company's offices in person, other arrangement such as arranging for certified copies of the original documents to be made and sent to the Company by a local professional adviser may be accepted by the Company. Unless and until the client identification and verification process has been completed to the Company's satisfaction, the Company reserves the right not to accept the retainer.

(b) request the Client to provide justification or answer questions which may not directly relate to the Instructed Matter for the purpose of knowing more about the nature and the intended purpose of any particular transaction and the business relationship between parties.

(c) verify the identity of a third party if the Client instructs the Company to receive from or pay money to a third party on his or its behalf.

#### 9. Personal data collection

All personal data collected in the client identification and verification process will only be used for the client due diligence purpose (if necessary), for advising the Client on the Instructed Matter and for sending the Client details of other services that the Company may from time to time offer. If the Company intends to use the Client's personal data for any other unrelated purposes, the Company shall seek the Client's permission before so doing.

#### 10. Confidentiality

The Company shall not disclose any confidential information which it obtains as a result of acting for the Client to any other person or party except:

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- (a) as is reasonable and necessary for the purpose of carrying out the Client's instructions;
  - (b) as required by law;
  - (c) as required by any regulatory, governmental or other authority with relevant powers to which the Company is subject or submit to;
  - (d) to the extent that such confidential information is in or has come into the public domain through no fault of the Company.

#### 11. Governing law

The laws of Singapore shall govern the interpretation of the Agreement. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach termination or invalidity thereof, shall be resolved by arbitration in accordance with the Short Form Arbitration Rules for the time being in force.