

# OFFER № O-B58201-001 ON THE CONCLUSION OF A PURCHASE-SALE AGREEMENT

Effective date: 01 August 2025

**ALT INCOME INVESTMENTS MMKR1 PTE. LTD.** (Company Registration No.: 202525489D), a company incorporated under the laws of the Republic of Singapore and having its registered address at 105 Cecil Street #18-00 the Octagon Singapore (069534) (hereinafter referred to as the "**Buyer**"), represented by Director Olivier Too, acting on the basis of the Articles of Association, has executed this document (hereinafter referred to as the "**Offer**") as follows:

## WHEREAS:

- i. The Issuer has issued the Debentures under the conditions of the relevant Information Memorandum and Pricing Supplement.
- ii. The Seller has subscribed to and holds the Debentures issued by the Issuer on the terms of the relevant information Memorandum and Pricing Supplement.
- iii. Under the Platform terms and conditions, the Buyer offers a non-negotiable Liquidity Option under which it may, at its sole discretion and subject to available liquidity, purchase Debentures from Sellers at a pre-defined discount (the "Liquidity Option").
- iv. The Seller wishes to sell the Debentures to the Buyer on the terms of this Liquidity Option.

## 1. DEFINITIONS

- 1.1. In the Offer, the terms listed below are used in the following meanings:
  - 1.1.1. **Accredited investor** – the term is used in the meaning provided by the *Section 4A* of the SFA.
  - 1.1.2. **Agreement** – a Purchase-Sale Agreement of Debentures concluded between the Buyer and Seller via acceptance of this Offer by the Seller.
  - 1.1.3. **Arranger** – KILDE PTE. LTD. (Unique Entity No.: 201929587K), a company incorporated under the laws of the Republic of Singapore and having its registered address for the time being at 20 McCallum Street #19-01 Tokio Marine Centre Singapore 069046, who is a holder of a Capital Markets Services License for the regulated activity of "dealing in capital markets products" under the SFA, owns and manages the Platform.
  - 1.1.4. **Debenture** – debt security issued by the Issuer according to the legislation of Singapore under which the Issuer owns the debt to the particular Investor that has subscribed or bought such Debenture and is obliged to repay the debt with interest within the determined term.
  - 1.1.5. **Eligible Investor** - An Accredited Investor, Expert Investor or Institutional Investor within the meaning of section 4A(1) SFA and who has completed Kilde's onboarding.
  - 1.1.6. **Expert Investor** - the term is used in the meaning provided by *Section 4A* of the SFA.
  - 1.1.7. **Issuer** – a company that has issued the Debentures and is specified in the Note of Acceptance.
  - 1.1.8. **Business day** – a day, other than Saturday or Sunday, which is not a public holiday in Singapore and when banks are open for making banking transactions.
  - 1.1.9. **Confidential information** – information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature that includes, but is not limited to, information of a commercial, technical or financial nature which contains amongst other matters; trade secrets, know-how, patent and ancillary information and other proprietary or confidential information, regardless of form, format, media, including and without limitation to written, oral communication etc. that becomes known from users of the Platform.
  - 1.1.10. **Default** – any of the circumstances determined in the corresponding Information Memorandum.
  - 1.1.11. **Discount Price** – the price calculated in accordance with the following formula:  $\text{Face Value} \times (1 - \text{Daily Discount } \%)$ , and auto-calculated by the Platform for each trade. The final Discount Price is specified in the Note of Acceptance approved by the Buyer.
  - 1.1.12. **Encumbrance** – any loan, mortgage, pledge, servitude, easement, other restriction on use, lease or other possessory interest, option, preference, priority, pre-emption right, right of first refusal or any other encumbrance or restriction of any kind, or right of the third party, or obligation incurring any expenses, whether contractual or statutory, including commitments which may create any of the above mentioned.
  - 1.1.13. **Escrow Account** – an escrow bank account opened by the Escrow Agent for the Buyer/Seller/Issuer that is used for making and/or receiving investments by the Buyer/Seller/Issuer under the Agreement concluded via the Platform. The Escrow Agent holds the legal title to the funds on the Escrow Account on trust for the Buyer/Seller/Issuer.

- 1.1.14.**Escrow Agent** – Perpetual (Asia) Limited (Registration No: 200518022M), a company incorporated under the laws of the Republic of Singapore with its registered office at 38 Beach Road, #23-11 South Beach Tower, Singapore 189767. The Escrow Agent can be changed by the Arranger at its own discretion.
- 1.1.15.**Information Memorandum** – information memorandum determined in the Note of Acceptance.
- 1.1.16.**Institutional Investor** – the term is used in the meaning provided by *Section 4A* of the SFA.
- 1.1.17.**Investment** – a transaction of subscription or selling Debentures by way of the conclusion of the relevant subscription or purchase-sale agreement on the Platform.
- 1.1.18.**Investor** – Accredited, Expert or Institutional Investor who has registered as an “Investor” on the Platform and concluded the separate agreement with the Arranger as set out in the Terms of Use of the Platform.
- 1.1.19.**Liquidity Option** – the unilateral, non-negotiable facility displayed on the Platform that enables an Investor acting as a seller to transfer the Debentures to the Buyer at the Discount Price.
- 1.1.20.**Note of Acceptance** – an integral part of the Agreement, issued by the Seller and approved by the Buyer via the Platform by means of electronic communication.
- 1.1.21.**Offer** – an integral part of the Agreement, issued by the Buyer and offering the Seller to purchase the Debentures owned by the Seller.
- 1.1.22.**Party** – the Buyer and/or Investor acting as a seller.
- 1.1.23.**Personal Account** – the account of an Issuer, Buyer or Seller that is provided by the Platform after a successful registration.
- 1.1.24.**Personal Data** – data about an individual who can be identified from that data or other information to which the Parties have, or are likely to have, access.
- 1.1.25.**Platform** – investment platform “KILDE”, placed on the Internet in the form of a website with the address: <https://www.kilde.sg/>, managed by the Arranger to match Investors acting as sellers and Buyer for the conclusion of Purchase-Sale Agreement of Debentures.
- 1.1.26.**Platform Documents** – all local documents accepted by the Arranger, its agreements with Parties, subcontractors (including the Escrow Agent), and any other related documents that form an obligatory part of the Agreement for all and any Parties.
- 1.1.27.**Pricing Supplement** – pricing supplement determined in the Note of Acceptance.
- 1.1.28.**Seller** – Eligible Investor of the Platform holding the Debentures and transferring the Debentures to the Buyer by accepting the offer of the Buyer described hereby.
- 1.1.29.**SFA** – Securities and Futures Act of Singapore.
- 1.1.30.**Terms of Use** – the terms and conditions that determine the manner of use of the Platform by Investors that have been accepted by the Arranger.
- 1.1.31.**Transfer** – a purchase-sale assignment of all rights, title and interest in a Debenture from the I Seller to the Buyer executed via the Platform under the Liquidity Option or any other bilateral process approved by Kilde.
- 1.1.32.**Website** – the website where the Platform is placed on the Internet with the following address: <https://www.kilde.sg/>.
- 1.1.33. Other terms are used in the meaning provided by the Terms of Use of the Platform.

## 2. SUBJECT OF THE OFFER

- 2.1. In accordance with the conditions of this Offer, the Buyer makes an offer to the Eligible Investors on the conclusion of the Agreement.
- 2.2. Under the conditions of the offered Agreement, the Seller assign and transfer the Debentures to the Buyer and the Buyer assumes all rights, title, and obligations attaching to the Debentures (including any benefit of collateral, guarantee or coupon entitlement accruing after the settlement date) in consideration of the Discount Price in the manner provided for by the Offer.
- 2.3. This Offer is made to Eligible Investors only.

## 3. MAKING AN OFFER

- 3.1. This offer is considered to be made and affirmed from the moment of its signing by the Buyer.
- 3.2. The Parties acknowledge that the Discount Price is fixed by the Buyer in advance, placed on the Platform and is not subject to negotiation, ensuring the Transfer remains bilateral and outside the definition of an “organised market” under the SFA.
- 3.3. The number of the Debentures purchased by the Buyer, final Discount Price and other purchase conditions are specified in the Note of Acceptance issued by the Seller and approved by the Buyer via the Platform by means of electronic communication.
- 3.4. The securities type, tranche number, Relevant Currency, Issue Price, Issue Date, Subscription Period, Face Value, term of the Debentures, Maturity Date, schedule of repayment, Interest Rate, interest type, interest basis, day count, Interest Commencement Date, Interest Payment Date, Coupon, coupon

convention of the Debentures, Capital Call Option, capital call conditions, Capital Call Date, use of proceeds and other conditions of the Debentures are determined in the relevant Pricing Supplement.

- 3.5. The Buyer may terminate, decline or suspend Liquidity Option purchases under the Agreement at any time.
- 3.6. The Liquidity Option is not a guaranteed market; the Buyer may suspend purchases at any time and may reject any Note of Acceptance at its sole discretion, without providing any reason and without incurring any legal consequences.
- 3.7. The Discount Price may be below prevailing fair value. Liquidity is limited and not assured.

#### **4. CONCLUSION OF THE AGREEMENT**

- 4.1. The Agreement shall consist of this Offer executed by the Buyer and a Note of Acceptance provided by the Seller via the Platform and approved by the Buyer.
- 4.2. The conclusion of the Agreement includes the following stages:
  - 4.2.1. Execution of this Offer by the Buyer.
  - 4.2.2. Acceptance of the Offer by the Seller through the issuance of the Note of Acceptance via the Platform by means of electronic communication.
  - 4.2.3. Approval of the Note of Acceptance by the Buyer via the Platform by means of electronic communication.
- 4.3. The Offer is accepted by the Seller via the Platform by means of electronic communication in the manner set out under *Section 11* of the Electronic Transactions Act of Singapore.
- 4.4. The Agreement is considered as concluded from the moment of acceptance of this Offer by the corresponding Seller via the provision of the Note of Acceptance and following approval of such Note of Acceptance by the Buyer. Both actions are carried out by means of electronic communication on the Platform.
- 4.5. The conclusion of this Agreement is subject to the following conditions:
  - 4.5.1. Buyer funding – a positive balance in the Buyer’s Master Liquidity Wallet.
  - 4.5.2. Seller eligibility – Seller qualifies as an Eligible Investor under the SFA, and has completed onboarding.
  - 4.5.3. Seller compliance – Seller’s KYC/AML information is current and accepted by Kilde.
  - 4.5.4. If any condition is not satisfied or waived by 17:00 SGT on the trade date, this Agreement automatically terminates with no liability on either Party.

#### **5. SETTLEMENTS**

- 5.1. The settlements between the Parties are executed by changing the Parties’ balances within the opened Escrow Account.
- 5.2. All payments under the Agreement are made by the Parties within the Escrow Account by way of changing their balances.
- 5.3. The funds of the Parties are directly enrolled from the balance of one Party to the balance of the other Party within the Escrow Account, and vice versa.
- 5.4. On the settlement date, the Platform simultaneously debits the Debentures from the Seller’s personal account on the Platform and credits them to the Buyer’s personal account on the Platform; and transfers the Discount Price (plus accrued interest) from the Buyer’s balance to the Seller’s balance on the Escrow Account.
- 5.5. Unless otherwise provided for by the Agreement, any Party making a payment shall bear any and all costs arising or accrued through the transaction, including any bank charges, fees, commissions, costs and losses in connection to foreign exchange conversions.
- 5.6. Any payments and/or settlements under the Agreement are considered to be fulfilled only when the correct sum of funds have been transferred to the balance of the receiver within the Escrow Account if the corresponding amount is available on the balance of the payer within the Escrow Account, except the cases provided hereby.
- 5.7. Platform updates the internal register to reflect the Buyer as the new holder of the Debentures.
- 5.8. The Parties warrant that the transferred funds and Debentures are free from all claims and Encumbrances and that the Parties are beneficially entitled to all the interest and other revenue from such funds.
- 5.9. The ‘rounding mechanism’ shall be applicable to the total amount of each transaction made on the Platform. The total amount of any transaction which ends in 0.1, 0.2, 0.3, 0.4, 0.5 0.6, 0.7, 0.8 and 0.9 cents will be rounded downwards to the nearest multiple of 1 (one) cent.
- 5.10. All payments under the Agreement can only be fulfilled within the Escrow Account.

## **6. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 6.1. The assignment effected by this Agreement includes: (i) principal and interest claims, (ii) all security interests, pledges and guarantees securing the Debentures, and (iii) any ancillary rights against the Issuer.
- 6.2. With effect from the settlement date, the Buyer unconditionally assumes every obligation of the holder of record under the Debenture terms and related security documents.
- 6.3. With effect from the settlement date, the Buyer unconditionally assumes every obligation of the holder of record under the Debenture terms and related security documents, and indemnifies the Seller against any post-Settlement claim relating thereto.
- 6.4. The register update performed by the Platform constitutes effective notice to the Issuer and Security Agent of the transfer; no further action by the Parties is required.

## **7. TERMINATION OF THE AGREEMENT**

- 7.1. The Agreement shall be considered as terminated in the following cases:
  - 7.1.1. Death/termination/liquidation of the Buyer/Seller when there are no successors/assignees;
  - 7.1.2. Conclusion of an additional written agreement between the Buyer and Seller;
  - 7.1.3. Under any other circumstances provided for in this Offer.
  - 7.1.4. Under any circumstances provided for by the valid legislation of the Republic of Singapore.

## **8. SUCCESSION**

- 8.1. The rights and obligations under the Agreement shall continue to be valid and binding for all successors of the Parties.

## **9. THIRD-PARTY RIGHTS**

- 9.1. A person who is not a party to this Agreement has no rights under the Agreements (Rights of Third Parties) Act, Chapter 53B of the Republic of Singapore, except in any case directly provided for under this Agreement.

## **10. DEFAULT**

- 10.1. If a Party becomes insolvent or is in material breach of a representation or covenant, the other Party may rescind the Agreement prior to Settlement or seek indemnification. Kilde may freeze accounts to preserve rights and prevent erroneous execution.

## **11. LIABILITY**

- 11.1. In the case of non-fulfilment or improper fulfilment of the conditions of the Agreement, the Party responsible will bear full liability under the valid legislation of the Republic of Singapore.
- 11.2. In the case of non-fulfilment or improper fulfilment of the conditions of the Agreement, the Party responsible will be obliged to compensate for all and any damages connected with any such violation of the Agreement.
- 11.3. The Seller acknowledges and agrees that neither the Buyer nor Kilde shall be liable for failure to execute the trade if:
  - 11.3.1. the Buyer's liquidity is insufficient;
  - 11.3.2. the Seller's compliance status is not current;
  - 11.3.3. a system error, outage or third-party technical failure prevents execution; or
  - 11.3.4. any other technical or operational condition renders the transaction infeasible;
  - 11.3.5. any claim, loss or cost arising out of or related to the transfer, assumption or non-assumption of obligations under this Agreement, including any allegation that security or guarantees did not pass to the Buyer as intended.
- 11.4. Neither Party nor Kilde shall be liable for indirect, incidental or consequential losses, including loss of profit or opportunity.
- 11.5. Each Party bears its own tax obligations arising from the transaction.

## **12. APPLICABLE LAW**

- 12.1. This Offer and the Agreement are governed by and construed in accordance with the laws of the Republic of Singapore.
- 12.2. Any business connected with to the conclusion, validity, making amendments, termination and fulfilment of the Agreement are governed by the valid legislation of the Republic of Singapore.
- 12.3. In the matters that are not regulated by the Agreement, the Parties shall be governed by the valid legislation of the Republic of Singapore.

### **13. DISPUTE RESOLUTION**

- 13.1. Any disputes under the Agreement, including regarding its conclusion, validity, making amendments, termination, and fulfilment etc. shall be resolved via negotiations between the Parties.
- 13.2. If the dispute cannot be resolved via negotiations, the dispute shall be resolved by the SIAC arbitration in Singapore under SIAC Rules.

### **14. FORCE MAJEURE**

- 14.1. The Party shall be released from any liability for the complete or partial non-fulfilment or improper fulfilment of obligations provided by the Offer if it has occurred as a result of force majeure circumstances.
- 14.2. Force majeure circumstances should be understood as any external circumstances that arose through no fault of the Party, which were beyond its will, or contrary to its will and which could not be foreseen or avoided, including natural disasters (earthquakes, floods, hurricanes, destruction due to lightning, etc.), public life circumstances (military actions, public disturbances, epidemics, pandemics, strikes, etc.) that prevent or make it impossible for the Party to fulfil its obligations under the Agreement.
- 14.3. The Party that is under the influence of force majeure circumstances shall notify the other Party by any means possible about the existing force majeure circumstances and their impact on the fulfilment of obligations under the Agreement within 5 (five) business days.
- 14.4. Force majeure shall not be the reason for the unilateral termination of the Agreement by the Party. Fulfilment of obligations under the Agreement by the affected Party shall be temporarily suspended during the period of force majeure circumstances, and shall be restored after their end.
- 14.5. The legal fact of occurrence of force majeure circumstances shall be confirmed with a correspondent proof provided by the chamber of commerce and industry at the place of residence/incorporation of such Party.

### **15. COMMUNICATION**

- 15.1. All communication between the Parties is carried out via the Platform.
- 15.2. The Party is considered as the individual or entity that was engaged with the notifications and Platform Documents at the moment of their publication on the Platform.
- 15.3. All documents are filed by the Parties via the Personal Account of the Party and/or email and/or in writing if such form is required by the applicable legislation and Platform Documents.
- 15.4. If any applicable legislation requires a written form of any documents and/or notifications, then such documents and/or notifications shall be provided in writing and sent by the postal service.
- 15.5. Any demand for payment or the service of any legal process may be made or effected by using prepaid registered post sent to the address or addresses of the other Party which were last (notified) published on the Platform, or at the last known address/place of business. Any such demand or service of legal process shall be deemed to have been duly served on the 10th (tenth) day following that on which it was posted, notwithstanding that the said demand or legal process may subsequently be returned undelivered by the postal service.

### **16. CONFIDENTIAL INFORMATION**

- 16.1. The Parties recognizes that during the course of using the Platform, and the conclusion and fulfilment of the Agreement they may be granted with access to Confidential Information belonging to another Party, third parties, Arranger, its affiliates, associates or business partners. Confidential Information shall not include information that is:
  - 16.1.1. Already available in the public domain;
  - 16.1.2. Already in the Party's possession at the time of disclosure and without restriction as to its confidentiality;
  - 16.1.3. Received by the Party from the third party without any restriction on its disclosure and without breach of any agreement or other wrongful act;
  - 16.1.4. Independently developed by the Party;
  - 16.1.5. Is required to be disclosed by applicable laws or empowered authorities acting in according to such laws.
- 16.2. All Confidential information shall be kept strictly private and may only be used solely for the purposes provided for by the Agreement.
- 16.3. The Party shall keep any Confidential Information secret and not disclose it to any third parties without the consent of the owner of any such Confidential Information.
- 16.4. Any information gained by the Party via the Platform or from another Party is considered to be Confidential Information, except in any circumstances set out in the Agreement.
- 16.5. Any Party that has discloses Confidential Information will compensate for all and any damages caused by such disclosure.

## **17. PERSONAL DATA**

- 17.1. Personal data processing is regulated by the Agreement, the Privacy Policy published on the Platform, other Platform Documents and all applicable legislation.
- 17.2. By entering into this Agreement, the Seller consents to the Buyer collecting, storing and maintaining Personal Data and other information relating to the Seller (whether in writing, electronically or otherwise) to consummate the transactions laid out in this Agreement. The Seller further agrees and consents to such Personal Data being provided to and processed by third parties for the above purposes from time to time, including, and without limitation to banks and professional advisors, as well as other agents or service providers employed by Kilde for the above purposes from time to time. The Seller further consents to such Personal Data being provided to any and all applicable regulatory authorities.
- 17.3. Should the Party provide any Personal Data of its employees and/or representatives, the Party guarantees the consent of such persons to the processing of their Personal Data by the other Party under the conditions of the Agreement.

## **18. SEVERABILITY**

- 18.1. Recognition as invalid or invalidity of any provisions of the Agreement does not cause the invalidity of the entire Agreement. In the case of such circumstances, the Parties shall make the necessary amendments to the Agreement to make such provisions valid.
- 18.2. Any term, condition, stipulation, provision, covenant or undertaking in the Agreement which is illegal, void, voidable, prohibited or unenforceable for any reason whatsoever shall be ineffective to the extent of such illegality, voidness, voidability, prohibition or unenforceability without invalidating the remaining provisions hereof and shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein.

## **19. WARRANTIES**

- 19.1. Each Party warrants to the other Party that the following is true at the date of the conclusion of the Agreement:
  - 19.1.1. The Party has the full capacity, and has taken all the necessary actions to enter into, execute and deliver, exercise the rights and perform the obligations under the Agreement;
  - 19.1.2. There are no circumstances that might prevent the Party from executing their obligations under the Agreement;
  - 19.1.3. The Party has validly executed and delivered the Agreement and the obligations under the Agreement which are legal, valid and binding and enforceable against it in accordance with its terms;
  - 19.1.4. The Parties shall work in good faith and use its commercially reasonable efforts to fulfil the conditions of the Agreement and Debentures (as defined herein);
  - 19.1.5. The representative of the Party has all the rights necessary to enter into the Agreement, the representative of the Party has all the necessary internal corporate approvals (if applicable), and is fully entitled to conclude the Agreement and there are no circumstances which could restrict or preclude the right of the representative of the Party to enter into the Agreement;
  - 19.1.6. The Party has full power and authority to sign and perform the Agreement and to fulfil the transactions determined herein under the laws of the Republic of Singapore and the Agreement constitutes valid and binding obligations for the Party which are enforceable in accordance with its terms.
- 19.2. neither the signing and fulfilment of the Agreement, nor the compliance by the Party with the terms and provisions of the Agreement shall conflict with, or result in a breach or violation of any of the terms, conditions and provisions, including:
  - 19.2.1. The laws of the Republic of Singapore; and/or
  - 19.2.2. The laws of the country where the Party is incorporated;
  - 19.2.3. Articles of association of the Party and/or other corporate governing instruments;
  - 19.2.4. Any judgment, order, injunction, decree or ruling of any court or governmental or local authority, to which the Party is subject;
  - 19.2.5. Any agreement, license, commitment or permit to which the Party is a party (if applicable); or
  - 19.2.6. Any other applicable laws/regulations/rules.
  - 19.2.7. There are no other circumstances that may prevent the Party from the conclusion and/or fulfilment of the Agreement.
- 19.3. By the conclusion of the Agreement, each Party confirms that:
  - 19.3.1. Such Party is familiar with the laws of the Republic of Singapore, the procedures of issuance and turnover of Debentures;

- 19.3.2. All documents provided by the Party are true and in all material aspects correct. Any factual information provided by the Party for the purposes of the Agreement is true and accurate in all material respects as of the date it was provided, or as of the date (if any) at which it was stated;
- 19.3.3. All governmental and other licenses, permits and authorizations necessary for the Party to carry on its businesses as conducted on the date of conclusion of the Agreement are in full force and effect. To the best knowledge of each Party, there have not been and there are no currently existing violations of any such licenses, permits or authorizations. To the best knowledge of each Party, there is no pending action or other proceedings, which seeks the revocation of any such existing licenses, permits or authorizations, nor is any such action or proceeding threatened. The conclusion of the Agreement or the consummation of the transactions contemplated hereunder will not result in the Party's losing the benefit of any permit, license or authorization it enjoys as of the conclusion on the date of the Agreement. Nor does the conclusion of the Agreement or the consummation of the transactions contemplated hereunder give rise to amending or modifying the terms of any permit, license or authorization by relevant authorities or impose any additional or new requirements or costs on the Party;
- 19.3.4. The Party complies in all aspects with the relevant requirements and decisions of the appropriate authorities pertaining to the protection and/or processing of the Personal Information of private persons;
- 19.3.5. The Party hereby undertakes not to make any amendments to the Information Memorandum and Pricing Supplement provided to them for the issuance and turnover of Debentures.

## **20. OPT-IN/OPT-OUT CLAUSE**

- 1.1. By accepting this Offer, the Seller provides the written consent to be treated as the Accredited Investor in relations with the Arranger, Escrow Agent, Buyer and the Issuer.
- 1.2. By accepting this Offer, the Seller confirms his or her awareness and understanding of the legal consequences of consenting to being treated as the Accredited Investor for the purposes of the issuance of the Debentures and his or her awareness that such Investor may at any time withdraw the consent to be treated as the Accredited Investor.
- 1.3. The Seller wishing to be treated as the Accredited Investor should read carefully all statements that are provided in this Agreement.
- 1.4. We draw your attention that Accredited Investors are assumed to be better informed, and better able to access resources to protect their own interests, and therefore require less regulatory protection. Investors who agree to be treated as Accredited investors therefore forgo the benefit of certain regulatory safeguards. For example, issuers of securities are exempted from issuing a full prospectus registered with the Monetary Authority of Singapore in respect of offers that are made only to accredited investors, and intermediaries are exempted from a number of business conduct requirements when dealing with the Accredited Investors. Investors should consult a professional adviser if they do not understand any consequence of being treated as an Accredited Investor.
- 1.5. The Seller shall have the right to withdraw their consent to be treated as the Accredited investor by notification of Kilde, Buyer, Escrow Agent and Issuer.
- 1.6. For the withdrawal of the consent to be treated as the Accredited investor, please contact us by email [info@kilde.sg](mailto:info@kilde.sg), Kilde may ask for additional documents for the confirmation of the withdrawal of the consent.
- 1.7. The withdrawal of the consent to be treated as the Accredited investor may cause the unilateral termination of the Agreement and the services provided by the Arranger from the moment of notification of the Seller by email. The Seller remains be treated by Kilde, Buyer, Escrow Agent and Issuer as the Accredited Investor and the Agreement remains in force for the legal relations that have arisen between the parties before the withdrawal of the consent to be treated as the Accredited Investor by the Seller. The withdrawal of the consent to be treated as the Accredited investor has the legal consequences for the legal relations that arise after such withdrawal.

## **21. OTHER CONDITIONS**

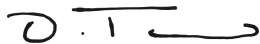
- 21.1. In the Agreement, including this Offer, terms that are used in plural have the same meaning as in singular and vice versa.
- 21.2. In the Agreement, including this Offer, references to a male gender shall include female gender and vice versa.
- 21.3. In the Agreement, including this Offer, references to persons shall include an individual, a legal entity (firm, company, corporation), corporate body, statutory board, government body, incorporated body of persons, association or trust as the context may require, and their respective successors.

- 21.4. In the Agreement, including this Offer, the headings are used only for the convenience of references and shall not affect the interpretation of the Agreement.
- 21.5. The Agreement can be changed by the Parties by the conclusion of an additional written agreement.

## **22. SIGNATURE PAGE**

**ALT INCOME INVESTMENTS MMKR1 PTE. LTD.**

Position: Director  
Name: Olivier Too







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*(Signature)*



Title	20250806 Purchase-Sale Agreement SPV
File name	20250806_Purchase...clean-1-8__1_.pdf
Document ID	04d0d293c625acdaddef107605c0644ebfc73320
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	<b>21 / 08 / 2025</b> 07:32:01 UTC	Sent for signature to Olivier Too (olivier.too@auptimate.com) from ygribkova@kilde.sg IP: 185.54.22.145
 VIEWED	<b>21 / 08 / 2025</b> 07:35:13 UTC	Viewed by Olivier Too (olivier.too@auptimate.com) IP: 203.117.157.58
 SIGNED	<b>21 / 08 / 2025</b> 08:00:23 UTC	Signed by Olivier Too (olivier.too@auptimate.com) IP: 203.117.157.58
 COMPLETED	<b>21 / 08 / 2025</b> 08:00:23 UTC	The document has been completed.