

SERVICE AGREEMENT

Welcome to access and use of the APP, PC client software, websites or other online products and its accompanying products or services (collectively, the “Services”) of Tickrs Financial Singapore Pte Ltd (“TFS”, “We” or “Us”).

Before accessing or using the Services, please carefully read the terms and conditions of this Service Agreement, the Privacy Policy, and any other agreements, terms, rules, announcements, notices, and other documents released separately by us applicable to the Services (collectively, the "Agreement"), and particularly for the terms prominently identified in bold in this Agreement.

You confirm that you are eligible to access or use the Services and agree to be bound by this Agreement and that you have had full knowledge of the possible risks and agreed to undertake all the potential risks that may arise from accessing or using the Services and its relevant products. If you do not agree to these terms of use, please do not access or use the Services.

Please note that these terms of this Agreement are subject to change periodically without notice and at TFS’ sole discretion. Any modified or amended terms shall take effect upon the effective date agreed in the Agreement or the date of release. Your continued access to or use of the Service after the amendment or modification of this Agreement constitutes your consent and agreement to abide by these amended or modified terms.

1. Definitions

- 1.1 “User” or “You” means any natural person, legal person or other organization accessing to or using the Services under the Agreement.
- 1.2 “Access” or “Accessing” means any behavior including but not limited to download, install, apply, visit and any other means of making use of the Services.
- 1.3 “Use” or “Using” means any time a User, directly or indirectly, does or attempts to access, interact with, display, view, print or copy from the Services, transmit, receive information or exchange data or communicate with the Service, or in any way utilizes, benefits, takes advantage of or interacts with any function, product, or feature of the Services.
- 1.4 “Account” means one or more of account(s) held in the name of the User with TFS for the purposes of accessing to or using the Services.

2. Register for an Account

- 2.1 You may open an Account on TFS’ app, client software or website in order to use certain areas and features of our Services. When registering for an Account, you agree to provide your valid personal mobile phone number, type in the instant valid verification code for authentication and create a unique password, then you can have an Account. Once you

have registered an Account, it shall be deemed as that you have agreed to authorize TFS to send to your mobile phone number a variety of text messages including but not limited to the account security prompt message, mobile phone log-in verification code, password modification prompt message, and you further agree to (a) ensure the information provided is accurate, truthful, current and complete; (b) maintain and promptly update your Account information upon any changes; (c) maintain the security of your Account by protecting your password and restricting access to your Account; (d) use the Account and password by yourself rather than transfer or lent to any other person in any way and promptly notify TFS if you discover or otherwise suspect any security breaches related to the Services; and (e) take responsibility for all activities that occur under your Account and accept all risks of any access and assume all the relevant consequences and liabilities incurred from your failure to comply with the above-mentioned terms, and TFS shall assume no responsibilities.

Please note that the successful log in with your own Account and password will be deemed to have been logged in by yourself. You shall bear all the relevant liabilities in relation to your Account. If the Account and password is illegally used, TFS shall have the right to suspend or cease the User qualification of said account without assuming any liabilities.

3. User Conduct and Management

3.1 User Conduct Permission.

- (a) **Use of Information.** All the market information on the website, desktop, and mobile APP of TFS (“Information”) is provided by Hong Kong Exchange, New York Stock Exchange, Nasdaq Exchange or other exchanges and its authorized information providers (collectively, the “Exchange”). You understand that the Exchange endeavors to ensure the accuracy and reliability of the Information provided but do not guarantee its accuracy and reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions or from any decision, action or non-action based on or in reliance upon Information contained in its website. You shall cautiously judge the accuracy of the price quotes, charts, comments, purchase, or other information on the website, desktop, and mobile APP of TFS by yourself and shall be solely liable for all the losses incurred from the use of the Information. By accessing or using the Exchange’s delayed information, which shall be any Information that is delayed at least 15 minutes from the time of original dissemination, you hereby understand and agree that (i) the Exchange and its authorized information providers reserve all intellectual property rights to the Information, (ii) the Exchange and its authorized information providers accept no liability for the display of the Information or any losses or claims arising from use of the Information, (iii) Information is for the personal use of you and you may not be redistributed to any third party without the permission of the Exchange, (iv) you

have no right to use Information in automated trading applications, to create derived data or to process Information, with or without other data, for the purpose of creating indices, or to license any third party to create indices, without the prior written permission of the Exchange, (v) you have no right to use Information to create, price or benchmark any financial product, or to license any third party to do so, without the prior written permission of the Exchange, (vi) the Exchange may suspend or terminate receipt of Information by any party if the Exchange has reason to believe the Information is being misused or misrepresented.

- (b) Use of interactive areas. The Services include interactive areas where you or other users can post, download, store or transmit content, messages, materials, data, information, text, music, sound, photos, videos, graphics or other items or materials on the Services (collectively, "User Content") or interact with other Users. You may use the Services for non-commercial purpose and post, download, store or transmit User Content in accordance with this Agreement. TFS makes no warranties or representations as to and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other Users. You understand that TFS cannot and do not endorse or verify any User's information, conduct, background, morality and agree that your use of the Services is at your own risk, and you are solely responsible for your use of the Services and such interactive areas. We may, in our sole discretion, refuse, remove or delete any User Content without notice. If you become aware of any use of the Service or User Content that violates these terms of the Agreement, you may notify us by using the reporting tools provided on our Services.

3.2 User Conduct Restriction. To use the Services, you agree to abide by the terms with respect to User Conduct Restriction and undertake as below to TFS:

- (a) to comply with the applicable laws, regulations, rules, international conventions and the terms of this Agreement;
- (b) not to use the Services for any illegal purpose or by any illegal method, including promoting or encouraging any illegal activity;
- (c) not to conduct any actions that is illegal or infringing the rights and interests of any third party, including without limitation, intellectual property, privacy, publicity or contractual rights;
- (d) not to use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- (e) not to publish, transmit or disseminate any User Content that, (i) is unlawful,

libelous, defamatory, harassing, threatening, invasive of privacy or publicity rights, or that would otherwise create liability or violate any applicable laws and regulations; (ii) contains nudity, sexually explicit content or is otherwise obscene, pornographic, indecent, lewd, suggestive or sexually exploitative of minors; (iii) may disparage any ethnic, racial or religious group by stereotypical depiction or is otherwise abusive or inflammatory; (iv) contains offensive language or images or is otherwise objectionable; (v) incites violence or characterizes violence as acceptable, glamorous or desirable; (vi) contains unsolicited promotions, political campaigning, advertising or solicitations, without our prior written consent; (vii) contains private or personal information about another person, unless such person has agreed to the disclosure of this information; (viii) contains viruses, corrupted data or other harmful, disruptive or destructive file viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (ix) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; (x) would constitute, encourage or provide instructions for a criminal offense or violate the rights of any third party; or (xi) carry out, abet or assist any other person to conduct the above or other behaviors that is prohibited by law.

In case that you violate any of the undertakings above, TFS shall have the right to terminate or suspend the Services immediately such as cutting off the transmitted content, saving the transmission records, closing the Account, or deleting the link of infringement, and may report the same to the relevant regulatory authority if necessary.

- 3.3 **User Content License.** You own all of the User Content that you post to our Services. If you post User Content to our Services, you hereby grant us a perpetual, worldwide, irrevocable, non-exclusive, royalty-free and fully sublicensable license to use, reproduce, display, perform, adapt, modify, create derivative works from, distribute, have distributed and promote such User Content in any form, in all platforms now known or hereinafter created to administer, operate, develop and otherwise provide TFS' Services. You represent and warrant that (i) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Services; (ii) the User Content is accurate, non-confidential, not misleading or harmful in any manner; and (iii) the use and posting of the User Content you provide does not violate the terms of the Agreement, the applicable laws or rules and will not violate any rights of or cause injury to any person or entity. If the User Content contains personal data about you, our Privacy Policy will apply, and we encourage you to review our Privacy Policy for information about how we will use and share such data upon your consent.

4. Third Party Service

In using our Services, you may have access to products or services provided by the third

parties (“Third-Party Service”), either directly on our Services or through links to third-party websites, and in some circumstances, we may need to utilize Third-Party Service to support the Services or provide certain services upon your request. You acknowledge that in case of accessing or using Third-Party Service, you shall refer to and agree to be bound by the applicable third party’s terms of use and privacy policy. TFS will try its best to protect your data and privacy from infringement to the greatest extent possible through the relevant agreements signed with the Third-Party Service provider. However, TFS does not guarantee the security, accuracy, effectiveness and other potential risks of the products or services provided by any Third-Party Service provider. For any disputes and damages arising therefrom, you shall be solely responsible for the relevant consequences and liabilities, and TFS shall not assume any responsibilities.

5. User Privacy Protection

TFS respects and protect its Users’ privacy. TFS will protect your personal privacy strictly in accordance with the requirements of relevant laws and regulations. Please read our Privacy Policy carefully for more details about the protection of users’ personal data.

6. Intellectual Property

6.1 Unless explicitly specified herein, the software, logos, trademarks, Services structures and designs, pictures, videos, information, market data, files and other related materials presented or used on the Services or provided by TFS shall be the proprietary property of TFS or TFS’ licensors. No rights to such Services or portions thereof, regardless of the form it appears, are conveyed by the Services or by the accessing thereof by any User, shall constitute an assignment of right.

6.2 Subject to your compliance with these terms of the Agreement, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to your personally access to and use of the Services, including but not limited to download or install TFS’ App on your mobile phone, install the client software on personal computer or view the market data, all of which shall be for non-commercial use. Without prior written approval of TFS and relevant right holders, such license does not include: (i) any resale or commercial use of the Services; (ii) modifying, archiving, copying, reproducing, distributing, publishing, transmitting, translating or otherwise making any derivative uses of the Services or any portion thereof, unless expressly permitted under applicable law or this Agreement; (iii) reverse compiling the Service or extracting the essential parts of the Service for other application; (iv) use of any data mining, robots or similar data gathering or extraction methods to intended to extract data or information from the Services; (v) make use of the aforesaid information and content to charge any improper fees from any other person; or (vi) any use of the Services other than for their intended purposes. Any unauthorized use of the Services is strictly prohibited and TFS will terminate the license granted herein. Such unauthorized use may also violate the applicable laws, including without limitation copyright and trademark

laws. You shall be solely responsible for any unauthorized use of the Services and assume all the liabilities thus incurred.

7. Risk Disclosure

- 7.1 The content and information provided by TFS is analyzed and interpreted based on publicly available information collected from public sources or is posted or provided by other Users, partners or other third parties. TFS will endeavor to ensure the accuracy and reliability of the content and information provided, however, TFS cannot and does not guarantee its absolute accuracy and reliability and shall not be liable for any loss or damage (whether tort or contractual or otherwise) arising out of any inaccuracies or omissions. You acknowledge and agree that you have to cautiously judge the accuracy of such content and information, which shall only be used for reference.
- 7.2 Where you access or use any service platform or pages to obtain relevant services or carry out relevant operation with reference to the content or information provided by TFS, you shall assume all the risks and losses by yourself, and TFS shall not bear any liabilities of breach, infringement or any other civil responsibilities for the risks or losses that may be incurred from your conducts.
- 7.3 Under no circumstances should you trust any information about borrowing money, asking for a password or other property. You should be independent, sober and objective about the aforementioned information and be cautious about fraud.

8. DISCLAIMER

THE SERVICES IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS. TFS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITIES OF THE SERVICES AND MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, COMPLETENESS, TIMELINESS, AVAILABILITY, OR NON-INFRINGEMENT OF ANY INFORMATION, CONTENTS, MATERIALS, PRODUCTS OR ANY OTHER SERVICES WHETHER THROUGH TFS’ SERVICES OR IN RESPECT OF ANY OTHER THIRD-PARTY SITE LINKED TO TFS’ SERVICES.

WITHOUT THE GENERALITY OF FOREGOING, TFS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES PROVIDED WILL MEET YOUR REQUIREMENTS, THAT ACCESS WILL BE UNINTERRUPTED, THAT THERE WILL BE NO DELAYS, FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, THAT NO VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE TRANSMITTED OR THAT NO DAMAGE WILL OCCUR TO YOUR COMPUTER SYSTEM. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACK UP OF DATA AND/OR EQUIPMENT

AND FOR UNDERTAKING REASONABLE AND APPROPRIATE PRECAUTIONS TO SCAN FOR COMPUTER VIRUSES OR OTHER DESTRUCTIVE PROPERTIES.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL TFS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, LOSSES OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR YOUR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS, PRODUCTS THROUGH THE SERVICES PROVIDED BY TFS, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

10. Applicable Laws and Jurisdiction

10.1 The execution, effectiveness, performance, termination, and dispute settlement of the Agreement shall be governed by the laws of Singapore.

10.2 Any dispute arising in the execution, effectiveness, performance, and termination of the Agreement, TFS expects to settle through friendly consultation with you; in case that the consultation fails, or the consultation result is not satisfactory to you, either you or TFS shall have the right to file a lawsuit to the courts of Singapore.

11. Termination

11.1 The Agreement shall be terminated in the event that:

- (a) you close your Account, discontinue your use of the Services, and provide TFS with a notice of termination;
- (b) you refuse to accept the modified or amended terms of the Agreement, or uninstall the Services actively or no longer use the Product and relevant services as shown by any other ways;
- (c) you violate the Agreement; TFS shall be entitled to terminate this Agreement immediately without notice and terminate your right to use the Service or any

portion thereof, and to block or prevent your future access to and use the Services without assuming any liabilities of breach;

- (d) Force Majeure occurs and results in impossibility to perform the Agreement or continue to provide the Services; Either you or TFS shall have the right to terminate the Agreement and Services without assuming any liabilities of breach. “Force Majeure” shall mean forces beyond reasonable control of any party, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications and supply shortages.

11.2 In case of termination of the Agreement, regardless of the reasons, your qualification of User shall become invalid upon the date of such termination and your right to use this Service immediately ceases. You acknowledge and agree that you shall immediately deactivate or uninstall the App and all related information and files on your device and/or bar any further access to such files or this Service, and TFS shall not be liable to you or any third party for any claims or damages arising out of any termination or in connection with such termination.

12. Miscellaneous

12.1 **Assignment.** You may not assign any of your rights or obligations under this Agreement without prior written consent from TFS. TFS may assign any or all of its rights under this Agreement, in whole or in part, without obtaining your consent or approval.

12.2 **Waiver.** Our failure or delay in exercising any right, power or privilege under this Agreement shall not be construed as a waiver thereof.

12.3 **Severability.** If any term of this Agreement is deemed unlawful, void, or unenforceable for any reason, such term shall not affect the validity or enforceability of any other terms of this Agreement, all of which shall remain in full force and effect.

12.4 **Survival.** Clauses 6 (Intellectual Property), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Applicable Laws and Jurisdiction) and 11 (Termination) will survive any termination of this Agreement or use of Services.