

Date:

SunVest Acknowledgement

The Investor

Name (as in NRIC/Passport):

NRIC/Passport No.:

Contact Number:

Email Address:

Address:

Bank Details (To facilitate the repayment of the principle and interest)

Bank Name:

Account No.:

Address:

Bank Code:

Swift Code:

Branch Code:

The Pledge

Amount: SGD \$

Please transfer to:

Bank Name: OCBC Bank

Account No.: 533841052001

Address: 65 Chulia Street, OCBC Centre, Singapore 049513

Bank Code: 7339

Swift Code: OCBCSGSG

Branch Code: 533

Or cross your cheque and make it payable to: "SolarPVExchange Pte Ltd"

For Cheques/Cash or upon successfully transferring of amounts, please notify us at

sunvest@solarpvex.com

The Issuer

Name: <ABC Pte Ltd (Registration No. xxxxxxxxxx)>

The Project

Project Name: <Project Name>

Project Address: <Address>

Project Type: <Commercial/Private/etc.>

Interests: <X% p.a.>

Tenure: <X Year>

Target Investment Amount: <SGD\$ xxx,xxx>

Deadline: DD M YYYY

Maturity: DD M YYYY

1. I declare that I am the Investor above and intend to provide the Company above with **The Pledge** (amount as stated above) for ownership of **The Project**.
2. Funds crowdsourcing is done by SolarPVExchange Pte Ltd and made payable to **The Issuer**.
3. I acknowledge that if **The Pledge** is not transferred within 5 working days from the date above, SolarPVExchange reserves the right to refuse my investment for **The Project**. In the event that the Target Investment Amount is not met by the deadline, the invested amount will be transferred back into my eWallet on SolarPVExchange without any interest.
4. SolarPVExchange is independent of this crowdsourcing deal and exercises no control over the process which is between **The Issuer** and **The Investor**. SolarPVExchange role is to facilitate the administrative services of funds transfer.

Investor Name:

Signature:

Date:

For any enquiries, please feel free to get in touch with us and we will respond to you at the earliest possible moment. Thank you for investing in our future and welcome to SunVest!

TERMS OF USE

1. SolarPVExchange is an online solar marketplace/platform that for solar Issuers, Installers and Investors. (the website or the platform)
2. SolarPVExchange (BRN: 201316821D) is a company registered in Singapore and its registered address is at: 5 Temasek Boulevard Suntec Tower Five #10-06, Singapore 038985.
3. SolarPVExchange is not licensed by the Monetary Authority of Singapore. The Website is a lead generation site that allows the **Issuer** (as defined below) to e-list available solar projects investment opportunities for interested **Investors** (as defined below) to view.
4. By accessing and/or registering with SolarPVExchange, you agree to be bound by the terms of use, the Code of Conduct and the Privacy and Data Protection Policy, as amended or supplemented from time to time. Any failure to comply with these Terms may constitute a violation of applicable securities law.
5. THE SERVICE
 - a. 1.1 Users of SunVest may be either be:
 - 1.1.1 Investors (the Investors); or
 - 1.1.2 Solar Project Owners (the Issuers)
 - b. (Collectively, the Users).
 - c. 1.2 The Issuers may, by use of and in accordance with the prerequisites set forth on SolarPVExchange, submit their projects to SolarPVExchange, who shall decide in its absolute discretion which projects may be listed on the Website for the Investors to view. Any such listing shall be made in accordance with these Terms.
 - d. 1.3 The Issuers may e-list four types of projects on the Website:
 - i. 1.3.1 bulk purchase, where Investors invest in multiple solar projects (Bulk Purchase)
 - e. 1.3.2 crowdfunding (Crowdfunding), where:

Investors co-invest in solar projects with others (Co-Investment); or

Peer-to-peer lending by Investors to Issuers (P2PLending); and,
 - f. 1.3.3 pre-sales, where Investors invest in solar projects before the official launch of the development (Pre-Sales)

- e. (each a Project and collectively, the Projects).
- f. 1.4 The Investors may view the Projects listed on the Website and indicate their interest before investing in a Project. The respective Issuers shall then decide whether to hold an offline event to engage such interested Investors on a Project.
- g. 1.5 Any agreements in relation to the Projects are entered into directly between the Investors and the Issuers. All information displayed on the Website are provided by the Issuers. Such information has not been independently verified. In relation to P2P Lending Projects (as described in paragraph 3 below), SolarPVExchange does not at any time accept or collect any funds or deposits. It does not provide any advice on investments, Projects or the raising of funds. Please refer to paragraph 4 for more details.
- h. 1.6 SolarPVExchange may, in its absolute discretion, terminate or suspend any e-listing of a Project, subject to prior notice to the respective Issuer.
- i. 1.7 SolarPVExchange may, in its absolute discretion, immediately remove any content from the Website that it deems to be in breach of these Terms or is otherwise:
- i. 1.7.1 false, misleading, untruthful or inaccurate;
 - ii. 1.7.2 promotes or encourages illegal activity;
 - iii. 1.7.3 is racially or ethnically offensive or attacks sexual orientation or religion or is discriminating in any way;
 - iv. 1.7.4 constitutes defamation, contains pornography or is in any other way sexually explicit; or
 - v. 1.7.5 is harmful, abusive, offensive or illegal or infringes the rights of SolarPVExchange or the Users.
- vi. 1.8 In registering and accessing the Platform, Users agree to abide by the Code of Conduct.

2. FEE

a. 2.1 Investors

i. Save as described in paragraph 2.2 below, SolarPVExchange does not charge Investors any fees or commission for use of the Website, any investment in Projects and any returns on investments in Projects.

b. 2.2 Issuers

i. 2.2.1 SolarPVExchange charges the Opportunity Providers for the following services:

1. Premium Advertising on CoAssets;
2. Micro-site for Customer Relationship Management (CRM);
3. Event organizing services;
4. Event sponsorship (at major events like EPIC);
5. Booth spaces at our events;
6. Media coverage and write-up;
7. Electronic direct mailer blast;
8. Interactive tools;
9. Membership fees; and
10. Crowdsourcing administration services (as described in paragraph 3.1 below)

ii. 2.2.2 SolarPVExchange reserves the right to invoice an Issuer notwithstanding that the Project might not have achieved the targeted levels of interest from Investors. Such Issuer shall pay all invoices regarding the Project to SolarPVExchange within 14 business days of the invoice date. SolarPVExchange reserves the right to charge interest on any late payment.

3. SOLARPVEXCHANGE AS CROWDFUNDING ADMINISTRATOR

a. 3.1 In relation to P2P Lending Projects, SolarPVExchange, as crowdsourcing administrator, offers the following administration services relating to:

- i. 3.1.1 Platform for Users to meet;
- ii. 3.1.2 Background checks on Issuers and Users; and
- iii. 3.1.3 Acting as P2P Lending intermediary

b. 3.2 By participating in P2P Lending Projects, Investors agree to subscribe for promissory notes with face values of not less than S\$100,000 (Promissory Note Amount) and maturity periods of not more than 12 months (Promissory Note Repayment Period) issued by the Opportunity Providers (Promissory Note). The Opportunity Providers or Issuers shall indicate the minimum amount intended to be raised (Target Amount) and Promissory Note Repayment Period on the Website (SunVest Projects).

c. 3.3 The minimum investment amount in a P2P Lending Project by each Investor is S\$1,000 (P2P Lending Sum). Upon indicating an interest in a P2P Lending Project, the Investor shall transfer into an account maintained by SolarPVExchange with a local bank (SolarPVExchange Account) the P2P Lending Sum within 5 business days, failing which SolarPVExchange may choose to not

process the relevant Investor's investment.

d. 3.4 When the aggregate of P2P Lending Sums received by SolarPVExchange in the SolarPVExchange Account exceeds the Target Amount within 30 business days of the e-listing of the P2P Lending Project, the relevant P2P Lending Project shall be deemed successful and the e-listing on the Website shall be closed. SolarPVExchange shall then deliver an electronic copy of the Promissory Note for execution by the respective Issuer within 5-10 business days of delivery.

e. 3.5 Failure to meet the requirements under paragraph 3.4 shall constitute termination of a P2P Lending Project, upon occurrence of which SolarPVExchange shall refund the P2P Lending Sums to the relevant Investors within 10 business days.

f. 3.6 Any payment between Users in relation to a P2P Lending Project shall be made via the SolarPVExchange. Users authorise SolarPVExchange to disburse, without notice, from the SolarPVExchange Account:

- i. 3.6.1 the P2P Lending Sums to the Issuers upon the successful closing of a P2P Lending Project in accordance with paragraph 3.4; and
- ii. 3.6.2 any repayment by Issuers to the Investors on a Promissory Note.

g. 3.7 In the event that the Issuer misses, fails to pay, or only partially pays any payment that is due under the Promissory Note, Users agree that SolarPVExchange has the authority to act as follows:

- i. 3.7.1 to immediately attempt to contact the Issuer to remedy the default and make such payment within 30 business days of the date on which such payment is due;
- ii. 3.7.2 if the payment is not fully paid within 30 business days of the date on which such payment is due, to hire a third party professional debt collector to collect from the Issuer such unpaid amounts. For the avoidance of doubt, the Investors shall bear all costs and expenses incurred in relation to the services provided by the third party professional debt collectors; and
- iii. 3.7.3 if the payment is still not recovered within 90 business days of the date on which such payment is due, to act on behalf of the Investors to commence legal proceedings against the Issuer to recover such sums, provided that the Investors have entered into an agreement with SolarPVExchange providing SolarPVExchange with

a power of attorney in relation to the recovery of unpaid payments.

- h. 3.8 Any sums recovered, less all costs and expenses incurred shall be distributed by SolarPVExchange on a pro rata basis amongst the Investors in the relevant P2P Lending Project in accordance to the ratio that the P2P Lending Sums bear to the Promissory Note Amount.

4. LIABILITY

a. 4.1 Investors

i. 4.1.1 The Investors should be aware that SolarPVExchange does not provide any advice on investments, Projects or the raising of funds.

ii. 4.1.2 The Investors are aware that investing in any Project may be connected with high risk and that all or parts of the investment may be lost. Investing in any Project is solely the decision of the Investors and any such investments may never be realized.

iii. 4.1.3 Please refer to paragraph 4.3 for more details.

b. 4.2 Issuers

i. 4.2.1 The Issuers should be aware that SolarPVExchange does not offer any advice on investments, the Projects or any raising of funds.

ii. 4.2.2 The Issuers are solely responsible for the use of the Website and for all information provided to the Investors and any other users of the Website.

iii. 4.2.3 The Issuers who wish to e-list Projects should take note of the legal and regulatory environment as SolarPVExchange does not provide any advice on investments, Projects or the raising of funds

iv. 4.2.4 Please refer to paragraph 4.3 for more details

4.3 SolarPVExchange

i. 4.3.1 The Website has been prepared by SolarPVExchange solely for informational use and may not be taken away, reproduced or redistributed to any other person. Information contained in the Website is intended solely for the Users' personal reference and is strictly confidential.

ii. 4.3.2 The delivery of the Website does not constitute an offer or invitation to purchase or subscribe for any securities and no part of it shall form the basis of or be relied upon in connection with any contract, commitment or investment decision in relation thereto. In addition, the Website may not

be used for the purpose of and does not constitute an offer or invitation to purchase or subscribe for any securities in any jurisdiction or under any circumstances in which such offer or invitation is unlawful or unauthorized or to any person to whom it is unlawful to make such offer or invitation.

- iii. 4.3.3 The Website contains forward-looking statements that involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by these forward-looking statements.
- iv. 4.3.4 Given the risks and uncertainties that may cause the actual future results, performance or achievements of the Projects to be materially different from that expected, expressed or implied by these forward-looking statements, undue reliance must not be placed on these statements. SolarPVExchange does not represent or warrant that such actual future results, performance or achievements will be as discussed in this Website as such actual results may differ materially from those anticipated in these forward-looking statements as a result of the risks faced by the Projects. SolarPVExchange disclaims any responsibility to update any of these forward-looking statements or publicly announce any revisions to these forward-looking statements to reflect future developments, events or circumstances.
- v. 4.3.5 The information contained in the Website has not been independently verified. No representation or warranty, expressed or implied, is made as to, and no reliance should be placed on the fairness, accuracy, completeness or correctness of, the information or opinions contained in the Website. It is not the intention to provide, and you may not rely on these materials as providing a complete or comprehensive analysis of the present or future results, performance or achievements of the Projects. The information and opinions contained in this Website are subject to change without notice.
- vi. 4.3.6 SolarPVExchange does not grant any representation or warranty, expressed or implied, as to the accessibility and quality of the Website. There are situations when the Website will not be accessible, including but not limited to maintenance and circumstances outside the control of SolarPVExchange such as net access failure.
- vii. 4.3.7 The delivery of the Website in certain jurisdictions may be restricted or prohibited by law in such jurisdictions; persons who access the Website or Users must familiarize themselves, and observe and comply, with any such prohibitions and/or restrictions.

- vii. 4.3.8 All investments are made by agreement directly entered into between the Investors and the Issuers. All information regarding a Project displayed on the Website is provided by the Issuers. SolarPVExchange does not at any time warrant the fulfilment of any undertaking and shall therefore not be held to be liable for the realization (or lack thereof) of any investment in a Project.
- ix. 4.3.9 To the fullest extent permitted by law, none of SolarPVExchange nor any of our respective affiliates, advisors or representatives shall be liable (in negligence or otherwise) for any loss howsoever arising from any use of the Website. Users shall indemnify SolarPVExchange in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses suffered or incurred by SolarPVExchange in relation to any breach of these Terms by such Users.
- x. 4.3.10 Parties should seek professional advice if in doubt to ensure compliance with all applicable laws and regulations, which could vary depending on the specific features of the Project undertaken.

5. INTELLECTUAL PROPERTY

- a. 5.1 The content available on the Website may be provided by third parties and SolarPVExchange does not have control over such content. SolarPVExchange shall not be held responsible for any such content provided by third parties which are published, featured, displayed or otherwise used or contained (Use) in the Website.
- b. 5.2 Users shall obtain and secure all necessary rights to Use content relating to a Project on the Website, including granting SolarPVExchange with a non-exclusive royalty-free license to Use such content to enable SolarPVExchange to roll out the interactive platform.

6. PRIVACY RIGHTS

- a. 6.1 For the purposes of enhancing User experience on the Website, SolarPVExchange shall collect, use and disclose personal data of the Users.
- b. 6.2 SolarPVExchange shall obtain the consent of each User before collection, use and disclosure of personal data.
- c. 6.3 Subject to reasonable written notice to SolarPVExchange, Users may withdraw their consent at any time.
- d. 6.4 SolarPVExchange shall manage and protect personal data in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012). Please refer to our [Privacy Policy](#) for more details.

7. GOVERNING LAW AND JURISDICTION

a. The Terms shall be governed by and construed in accordance with the laws of Singapore.

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