

Application Form - Standard Terms and Conditions

1. In this Application Form and in the Agreement, references to; (i) “**we**”, “**our**” or “**us**” are references to Process Agent SG, no other affiliate of the Watiga group of entities is a party to these arrangements; (ii) “**you**,” “**your**” and “**yours**” are references to the Appointing Party; (iii) “**paragraph**” is a reference to the relevant paragraph in these Standard Terms and Conditions; and (iv) S\$ refers to the lawful currency of Singapore.
2. By sending you our Acceptance of Appointment, we agree to act as your process agent and to accept service of proceedings on your behalf, where such proceedings are issued either (i) out of the courts of Singapore or any arbitral body in Singapore; or (ii) pursuant to any contract with a Singaporean counterparty, in either case in relation to the Transaction Documents (“**Proceedings**”). Upon our acceptance of appointment, we will also provide you with a duly completed and electronically signed Letter of Appointment, otherwise in the form set out at the end of this Application Form. If you wish us to provide any further notice of appointment, please contact us directly. The Fees payable for such further notices are set out in the Fees Schedule.
3. As soon as reasonably practicable after accepting the service of any Proceedings on your behalf, we will notify you by email or fax (“**Claim Notice**”) and will include a copy of the relevant notice or claim form and particulars of a claim (or equivalent) (“**Claim**”). We will not include in that Claim Notice, any appendices or attachments to the Claim, or any other documents served on us alongside the Claim (“**Other Documents**”). Our Claim Notice will seek your instructions about how to deliver or transmit these Other Documents to you or to your agents. All costs of such delivery (such as international or local courier) will be for your account. We will be entitled to retain the Other Documents until (i) we have received your instructions and (ii) you have paid us the costs of such delivery or transmission. If you do not wish to receive these Other Documents or do not pay us the costs of such delivery and transmission, we will be entitled to retain these Other Documents for a period of up to six 6 years after this Agreement expires or is earlier terminated.
4. We may request from you, copies of any one or more of the Transaction Documents at any time during the term of this Agreement. We may also request from you other documentation and evidence from time to time as is required by us, in order to carry out all necessary “know your customer” due diligence (“**KYC Documents**”). You will provide copies of the KYC Documents to us promptly following such request.
5. We agree to retain the existence of this Agreement, Your Details, all such KYC Documents and the Other Documents, in accordance with our data protection and privacy policies which are expressly incorporated into this Agreement by this Clause and which are set out in full [here](#).
6. You will pay us all applicable Fees, as set out in the Fees Schedule, as soon as they fall due. These Fees must be received by Process Agent SG, in cleared funds and without deduction or set-off of any kind, before any obligation arises for Process Agent SG to perform any of the Services. If you are required by law to make any deduction or set-off, you will pay such additional amounts required to ensure that we receive, net of deductions, the full amount due to us. If we agree to provide the

Services to you on an annual or other renewing basis, we reserve the right to increase our Fees upon renewal, without prior notice to you.

7. You will promptly notify us during the term if there are any changes to any of Your Details. Our obligation to contact you will be to contact only the Contact Person at the email or fax address most recently updated by you in accordance with this Agreement. If we are unable to notify this Contact Person for any reason beyond our reasonable control, we will have no responsibility to ensure or guarantee actual receipt by you or your agent of any communication or document.
8. If either you or us (the “**Sender**”) wishes to contact the other (the “**Recipient**”) during the term of this Agreement, the Sender will notify the Recipient by sending written notice to: (i) the email or fax details inserted by that Recipient in either the Application Form (in the case of Your Details) or on our website <https://www.processagentsg.com> (in the case of our details), or (ii) (if appropriate) to the most recently updated email or fax details that the Recipient has notified to the Sender otherwise in accordance with the provisions of this paragraph.
9. Unless otherwise terminated earlier pursuant to any other provision in these Standard Terms and Conditions, the term of this Agreement will continue for the period that you elected and paid for when completing the Application Form. You may terminate this Agreement at any time by giving no less than thirty (30) calendar days’ written notice to us.
10. This Agreement may be terminated by Process Agent SG if: (i) any Fees that are payable by you remain outstanding for a period of thirty (30) calendar days or more; (ii) copies of any Transaction Documents or KYC Documents that we have requested from you, have not subsequently been provided to us within a reasonable time of our request; (iii) you have committed any material breach of your obligations under this Agreement and you have failed to remedy such breach within thirty (30) days of our notice to you requiring you to do so; or (iv) at any time after the Appointing Party, or any individual connected to the Appointing Party, becomes the subject of financial or other sanctions imposed by the Government of Singapore, the United Nations, the European Union or any other such governmental or international organisation.
11. You expressly agree that upon termination of this Agreement as set out in these Standard Terms and Conditions: (i) no refund will become payable by us for any unexpired period of the Agreement; and (ii) we will not be liable for any consequences arising out of or in connection with the impact that such termination has on the contractual relationship between you and any counterparty of yours pursuant to the Transaction Documents.
12. Notwithstanding that this Agreement has been terminated, if required by law, we may continue to accept service of Proceedings on your behalf, so that your counterparty may claim ‘good service,’ but we will not be obliged, nor will we take any steps to notify you in accordance with the remaining provisions of the Agreement.
13. The duly completed Application Form, including the Standard Terms and Conditions and the Fees Schedule, and our acceptance of your application, will together set out the entire agreement between us. We will have no duties to you, and we undertake no obligations, beyond those expressly set out, or referred to, in this Agreement.

14. You will have no right of action against us for failure to perform any of our obligations under this Agreement unless such failure is due to our negligence or wilful default. You will indemnify us and our officers, employees or authorised representatives against all liabilities, claims, costs, and expenses arising in any way out of our appointment save where such liabilities, claims, costs, or expenses are directly and actually incurred as a result of our negligence or wilful default.
15. To the maximum extent permitted by law, (i) our duties under this Agreement are purely administrative in nature and we have no implied, fiduciary, trustee or discretionary duties; (ii) we will not be liable for any indirect or consequential loss, or exemplary or punitive damages whatsoever and (iii) our liability, arising out of or in connection with this Agreement or our performance of the Services, will not exceed \$30,000.
16. This Agreement is governed by and construed in accordance with the laws of Singapore. Both Process Agent SG and the Appointing Party agree to submit to the exclusive jurisdiction of the Courts of Singapore in relation to any dispute which may arise out of or in connection with this Agreement.
17. Service of proceedings to Process Agent SG, arising out of or in connection with its provisions of the Services under this Agreement, are to be made at our registered office address at 138 Arab Street, Singapore 199826 or as otherwise notified to you in accordance with the notice provisions of this Agreement.