

Cover Page - Subscription Agreement

Unless otherwise defined herein, all capitalised words and expressions shall have the meanings ascribed to them in the **Terms of Subscription**, which are annexed hereto.

This Subscription Agreement ("**Subscription Agreement**"), comprising this **Cover Page** and the **Terms of Subscription**, is made between the Trustee, in its capacity as trustee of the Trust and the Unitholder. The Trust comprises of Sub-trusts which hold the Assets (including common/ordinary/other shares and/or securities in the Issuer) held for the benefit of the Unitholders. The Unitholder desires to subscribe for and acquire Units in the Sub-Trust and to become a Unitholder of this Sub-trust, The Unitholder shall do so by indicating in the Unitholder's Subscription section below, the number and price of Units which the Unitholder is willing to purchase in relation to the Sub-trust.

The Parties

Name of Unitholder ("Unitholder")*	[CapBrige system to generate – Excel Sheet]
Date of Agreement*	[CapBrige system to generate DATE]
Trustee	Equiom Trust Services Pte. Ltd.
Name of Master-Trust	1X SPV Master Trust
Name of Sub-Trust ("Sub-Trust")	EDM Resources Group Sdn Bhd Unit Trust
Name of Issuer ("Issuer")	EDM RESOURCES GROUP SDN. BHD.
Country of Incorporation of Issuer	Malaysia
Assets	7,856,065 ordinary shares in the Issuer (10.5% of total shares outstanding)

Unitholder Bank Information (Mandatory – Please provide your bank information which will be used to make and/or receive payments. If you are making payment via wire transfer, please provide details of your wiring bank.)

Name of Bank *	unitholder to complete
Country of Bank *	unitholder to complete
Account Holder Name *	unitholder to complete
Account Holder Account Number *	unitholder to complete
Bank Address (Optional)*	unitholder to complete
Swift Code *	unitholder to complete
Are you a customer of the Bank and is the Bank Account in your name? *	unitholder to complete
Are you also wiring payment from this account? * (Choose no if you are paying by cheque)	unitholder to complete
Would you like to use the same bank information for your account on 1X (www.1x.exchange)? *	Y / N

Unitholder's Subscription

Number of Units	[CapBrige system to generate – Excel Sheet]
Price per Unit ("Subscription Price") in SGD	S\$0.34 / unit [note: equivalent to ~RM\$1.05/unit, based on exchange rate of 1SGD = 3.08MYR]
Total Price ("Subscription Amount") in SGD	[CapBrige system to generate – "Number of Units" x "Price per unit"]
Unitholder Signature	unitholder to complete
Date / Time (" Subscription Date ")	[CapBrige system to generate DATE]

The Unitholder makes the following representations and warranties:

- (a) the Unitholder represents and warrants that he is a person who is not in Singapore;
- (b) the Unitholder represents, warrants and agrees to all terms contained in this Subscription Agreement as of the date set out on the Cover Page and through and including each date that this Subscription Agreement is accepted in whole or in part by the Trustee; and
- (c) the Unitholder represents, warrants and agrees that the subscription for Units in the Sub-trust is being made for the Unitholder's own account and not on behalf of any other party, and that the Unitholder's source of funds for the subscription of Units in the Trust does not and will not breach any of the AML Laws.

BY SIGNING THIS SUBSCRIPTION AGREEMENT, the Unitholder represents and agrees that (i) he/she has carefully read and is familiar the Subscription Agreement (including the Trust Deed and the Escrow Agreement), (ii) the information contained herein is complete and accurate and may be relied upon, and (iii) completion and submission of this Cover Page as at the date hereof constitutes the execution and receipt of this Subscription Agreement.

Annex - Terms of Subscription

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Terms of Subscription

1. INTERPRETATION

1.1 Definitions

Words and expressions used in this Subscription Agreement shall have the meanings set out below, unless the context provides or requires otherwise:

"1X"	means 1X Exchange Pte. Ltd., including (if applicable) its successor or assignee, which is an affiliated entity to CapBridge;
"AML Laws"	means the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A of the Republic of Singapore) and such other relevant laws, regulations, notices, guidelines and other regulatory instruments in Singapore relating to anti-money laundering or know-your-client rules (including requirements for prevention of money laundering and terrorism financing promulgated pursuant to the Monetary Authority of Singapore Act (Cap. 186 of the Republic of Singapore), in each case as may be amended from time to time;
"CapBridge"	means CapBridge Pte. Ltd.;
"CapTable"	means the capitalization table of the Issuer, which shows the company's percentages of ownership, equity dilution in each round of successful investment by founders, investors and owners of the Issuer;
"Escrow Agreement"	as attached at Schedule 3 (if applicable);
"Issuer"	means the Issuer as set out on the Cover Page of this Subscription Agreement;
"Offering Memorandum"	means the offering document in respect of the units of the Sub-trust as may be amended or supplemented from time to time and as set out in Schedule 4 ;
"Payment Schedule"	As attached at Schedule 2 ;
"SFA"	means the Securities and Futures Act (Cap. 289) of Singapore;
"Shares"	means the shares or securities, including convertible securities, of any Issuer constituting Assets of any Sub-trust;

"Subscription Day"	has the meaning accorded to it in Clause 2.2 ;
"Subscription Agreement"	has the meaning accorded to it in Recital A ;
"Subscription Documents"	has the meaning accorded to it in Clause 4.1 ;
"Subscription Form"	as attached in Schedule 1 ;
"Subscription Price"	has the meaning accorded to it in Clause 2.2 ;
"Subscription Information"	has the meaning accorded to it in Clause 6.2 ;
"Sub-trust"	means this sub-trust (name of which is set out on the Cover Page) created under or pursuant to clause 2 of the Trust Deed;
"Total Price"	has the meaning accorded to it in Clause 2.3 ;
"Trust Deed"	has the meaning accorded to it in Clause 0 ;
"Trust"	means the 1X SPV Master Trust constituted and established by the Trust Deed dated on or around 9 th July 2019 and includes, where the context provides its Sub-trust(s) created in accordance with the Trust Deed;
"Unitholders"	means all of the persons entered on the register of unitholders kept by the Trustee in respect of the Sub-trust;

- 1.2 Capitalised terms used but not defined herein shall have the meaning set forth in the trust deed dated on or around 9th July 2019 (as may be amended or supplemented from time to time) constituting the Trust (the "**Trust Deed**").
- 1.3 Words importing the singular number only include the plural and vice versa; words importing the masculine gender only include the feminine gender; and references to any statute are deemed to be references to that statute as amended or re-enacted.
- 1.4 The headings in this Subscription Agreement are for convenience only and do not affect the interpretation of this Subscription Agreement.
- 1.5 References in this Subscription Agreement to "Clauses" and "Schedules" are to Clauses of and Schedules to this Subscription Agreement and, unless the context otherwise requires, each reference to a "sub-clause" is to the relevant sub-clause of the Clause in which the reference appears. The Schedules are incorporated as if they are part of this Subscription Agreement.

2. SUBSCRIPTION FOR UNITS IN THE SUB-TRUST

- 2.1 The Unitholder shall indicate in the Subscription Form as attached in **Schedule 1** the price and quantity of Units which the Unitholder is willing to purchase in relation to the Sub-trust.
- 2.2 The Unitholder agrees to become a unitholder in the Sub-trust and to subscribe for such number of Units as may be allocated to the Unitholder by the Trustee and at the price per Unit indicated by the Trustee (the "**Subscription Price**") and on the day (the "**Subscription Day**") to be determined by the Trustee, provided that such number of Units and the Subscription Price does not exceed the price and quantity of Units and the price and quantity of Shares as indicated by the Unitholder in the Subscription Form.
- 2.3 The Unitholder agrees to pay the Subscription Price for all of the Units issued to the Unitholder by the Trustee under this Subscription Agreement (the "**Total Price**") and any other applicable fees or expenses charged to the Sub-trust in such amounts and in such manner as called for by the Trustee and/or the Administrator in accordance with the Payment Schedule, and otherwise as provided in the Trust Deed.
- 2.4 Upon receipt of the duly completed Subscription Form and due diligence documents in accordance with the AML Laws from the Unitholder, and satisfactory payment of the full amount of the Total Price including any other applicable fees payable by the Unitholder under this Subscription Agreement and the Trust Deed, the Trustee shall purchase / subscribe for the indicated amount of shares and/or securities in the Issuer as set out in the Subscription Form, provided that the price paid in consideration of all the shares and/or securities of the Issuer that the Trustee shall subscribe for / purchase in accordance with this Subscription Agreement does not exceed the Total Price payable by the Unitholder.
- 2.5 The Unitholder, by its execution of this Subscription Agreement, adheres to and agrees to be bound by the terms and provisions of the Trust Deed constituting the Trust and applies to be entered in the Register as a unitholder of the Sub-trust, effective upon acceptance by the Trustee of this subscription.
- 2.6 This Subscription Agreement may not be cancelled, terminated or revoked by the Unitholder.
- 2.7 If an Escrow Agreement is applicable for the purpose of the payment of the Total Price, the Unitholder agrees to be bound as a party of the Escrow Agreement and authorises CapBridge to send on its behalf a Notice of Accession in substantially the form provided for in Annex B of Schedule 3 and take all necessary steps to procure the Unitholder's accession to the terms of the Escrow Agreement as if the Unitholder were a signatory to the Escrow Agreement.

3. CONDITIONAL PRECEDENT

- 3.1 Notwithstanding anything to the contrary, the Unitholder agrees that the subscription of Units in the Sub-trust by the Unitholder shall be conditional on the subscription of common / ordinary / other shares or securities in the Issuer by the Trustee in respect of the Sub-trust, at the price and quantity to be agreed between the Trustee and the Issuer or purchase of common / ordinary / other shares or securities in the Issuer by the Trustee in respect of the Trust, at the price and quantity to be agreed between the Trustee and the sellers of those shares¹.

¹ *Whichever may be applicable depending whether in the particular transaction, the Trust shares are acquired as a secondary purchase from the existing shareholders, or if the Issuer will issue new shares to the Trust.*

4. SUBSCRIPTION DOCUMENTS

- 4.1 The Unitholder shall complete and/or provide the following documents to the Trustee, or such person appointed by the Trustee as the Unitholder may be notified:
- (a) Subscription Form in Schedule 1;
 - (b) The documents set out in the Investor Details in Schedule 5; and
 - (c) Self-certification form in Schedule 6 (only if requested by the Trustee),
- (collectively, the "**Subscription Documents**").
- 4.2 The Subscription Documents are incorporated herein by reference in its entirety and made a part hereof.
- 4.3 The Unitholder represents and warrants to the Trustee that all of the statements, answers and information contained in the Subscription Documents are true and correct as of the date hereof, will be true and correct as of the date and/or dates of the acceptance of this subscription and, as of each such date, do not and will not omit to state any material fact necessary in order to make the statements contained therein not misleading.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE UNITHOLDER

- 5.1 The Unitholder represents, warrants and agrees as of the date hereof and through and including each date that this Subscription Agreement is accepted in whole or in part by the Trustee and the date the Unitholder is admitted as a Unitholder of the Trust, as follows:
- (a) Authority.
 - (i) The Unitholder is authorised, empowered and qualified to execute this Subscription Agreement.
 - (ii) Each of this Subscription Agreement and the Trust Deed is valid, binding and enforceable against the Unitholder in accordance with its terms.
 - (b) Execution; Binding Obligation.

This Subscription Agreement is a valid and binding agreement, enforceable against the Unitholder in accordance with its terms. The Unitholder understands that the Unitholder is not entitled to cancel, terminate or revoke this subscription or any of the powers conferred herein.
 - (c) Investment Decision

The Unitholder warrants and agrees that he has made the decision to invest in the Sub-trust of his own accord and without inducement by the Trustee, the Issuer, CapBridge or any of its affiliates, delegates, representatives or agents or by any other person. He further confirms that he has had the opportunity to seek independent legal counsel and other professional advice as he deems fit in relation to the investment.
 - (d) No Conflict.

The execution and delivery of this Subscription Agreement or the other Subscription Documents and the Trust Deed by the Unitholder, the consummation of the transactions contemplated hereby and the performance of the Unitholder's obligations under this Subscription Agreement and the Trust Deed will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the Unitholder, or any agreement or other instrument to which the Unitholder is a party or by which the Unitholder or any of its properties are bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Unitholder or the Unitholder's business or properties.

(e) Offering Materials.

The Unitholder has received and read this Subscription Agreement, the Subscription Documents, the Subscription Information (defined below) and the Unitholder has relied on nothing other than the Subscription Documents, the Subscription Information, and this Subscription Agreement in deciding whether to subscribe for Units in the Sub-trust.

(f) Qualification and Eligibility.

- (i) The Unitholder is in compliance with the legal requirements applicable to it in respect of the acquisition, holding and disposition by the Unitholder of the Units to which it may become entitled pursuant to this Subscription Agreement. The Unitholder is a person to which Units may be offered under the securities laws applicable to it and, so far as the Unitholder is aware, Units have not been offered or promoted to it in violation of any such securities laws. The Unitholder agrees to provide at any time, if requested by the Trustee, any additional information that may be reasonably required to determine the Unitholder's eligibility to purchase or continue to own Units.
- (ii) Without prejudice to the generality of Clause 5.1(f)(i), the Unitholder represents and warrants that he is a person who is not in Singapore.

(g) No Registration.

- (i) The Unitholder understands that neither the Trust nor the Units have been, and will be, registered under any securities laws, and are being offered and sold in reliance upon applicable exemptions from registration requirements for transactions not involving any public offering under the laws of the country or territory in which the offer or invitation is made.
- (ii) The Unitholder recognises that reliance upon such exemptions is based in part upon the representations of the Unitholder contained herein (including the Subscription Documents).
- (iii) The Unitholder represents and warrants that the Units will be acquired by the Unitholder solely for the account of the Unitholder, for investment purposes only and not with a view to the distribution thereof.
- (iv) The Unitholder represents and warrants that the Unitholder (A) is a sophisticated investor with such knowledge and experience in business and financial matters as will enable the Unitholder to evaluate the merits and risks of investment in the Trust and the Units, (B) is able to bear the economic risk and lack of liquidity of

an investment in the Trust and the Units and (C) is able to bear the risk of loss of its entire investment in the Trust and the Units.

(h) Absence of Regulatory Oversight.

The Unitholder agrees that:

- (i) where applicable and to the extent that Part XIII of the SFA is relevant, the offer or invitation to subscribe for the Units shall be made in Singapore pursuant to exemptions from compliance with prospectus requirements under Part XIII of the SFA;
- (ii) where applicable and to the extent that Part XIII of the SFA is relevant, interests in the Units may only be offered or sold in Singapore, or be made the subject of an invitation for subscription or purchase in Singapore, whether directly or indirectly, to (i) an institutional investor under Section 274 of the SFA, (ii) a relevant person pursuant to and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;
- (iii) none of the documents or materials issued in connection with the offer or sale of Units is a prospectus as defined in the SFA or will be registered as a prospectus with the Monetary Authority of Singapore (“MAS”). Accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply, and the Unitholder should consider carefully whether the investment is suitable for the Unitholder;
- (iv) the MAS does not assume responsibility for any document or material issued in connection with the offer or sale of the Units;
- (v) there may be resale restrictions applicable to the Units which the Unitholder may acquaint himself with;
- (vi) any document or material in connection with the offer or sale of the Units does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation; and
- (vii) there has been no finding or determination as to the fairness of this investment by any regulatory authority.

(i) Risks of Investment in Trust and its Units.

- (i) The Unitholder recognises that (A) an investment in the Sub-trust and its Units involves certain risks, (B) the Units will be subject to certain restrictions on transferability as described in the Trust Deed and (C) as a result of the foregoing, the marketability of the Units will be severely limited.
- (ii) The Unitholder agrees that it will not transfer, sell or otherwise dispose of the Units in any manner that will violate the Trust Deed, or any applicable securities laws or subject the Trust or the Trustee to the laws and regulations of any foreign governmental authority having jurisdiction thereof.

(j) Additional Risks.

The Unitholder is aware and agrees that:

- (i) the Trust has no financial or operating history;
- (ii) the Unitholder is not entitled to cancel, terminate or revoke this subscription or any of the powers conferred herein;
- (iii) the Trustee may accept this subscription in whole or in one or more parts;
- (iv) forecast investment returns set forth in any Subscription Information are presented for the purpose of providing insight into the Issuer's objectives, detailing the anticipated risk and reward characteristics in order to facilitate comparisons with other investments, and aiding in future evaluations of the performance. Forecast investment returns are not a guarantee of future performance and are based upon assumptions regarding future events and conditions which may not prove to be accurate. Accordingly, the Unitholder should not form the primary basis for an investment decision; and
- (v) the Unitholder is solely responsible for making his own independent investigation and appraisal of all investments and his own independent verification of any of the Subscription Information provided;
- (vi) the Unitholder has made all necessary enquires in respect of such investments into the Trust, including the nature and objective of the investments, the key benefits and risks of the investments, his key rights with respect to the investments, the ease of converting the investments to cash, the commitment required in respect of the investments, the pricing of the Units, the fees and charges to be borne by the Unitholders, any applicable charges or restrictions on withdrawal, surrender or redemption of the Units. In particular, the Unitholder understands that subject to any applicable laws, he does not, through the acquisition of interests in the Units, acquire any interest in the voting rights in the Issuer;
- (vii) the Unitholder has the appetite to assume all economic consequences and risks of such investments and to the extent necessary, has consulted his own tax, legal and other advisers; and
- (viii) neither the Trust nor the Trustee shall be liable for any representation made in the Subscription Information.

(k) No Public Solicitation of Unitholder.

The Unitholder confirms that it is not subscribing for any Unit as a result of any form of general solicitation or general advertising, including (a) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio or (b) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

(l) Anti-money Laundering Compliance.

The Unitholder acknowledges that the Trust seeks to comply with the AML Laws. In furtherance of these efforts, the Unitholder represents, warrants and agrees that to the best of its knowledge after reasonable inquiry:

- (i) no part of the funds used by the Unitholder to acquire the Units or to satisfy its capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene any applicable anti-money laundering laws and regulations. In particular, the funds are from legitimate sources in connection with the Unitholder's regular business activities and which do not constitute the benefits derived from criminal conduct within the meaning giving in the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A) of Singapore, the AML Laws as defined and the regulations or guidance notes issued pursuant thereto; and
 - (ii) no capital commitment, contribution or payment to the Trust by the Unitholder and no distribution to the Unitholder shall cause the Trust or the Trustee (including such other person as duly appointed by the Trustee) or CapBridge to be in violation of the AML Laws.
- (m) The Unitholder acknowledges and agrees that, notwithstanding anything to the contrary contained in the Trust Deed, or any other deed or agreement, to the extent required by the AML Laws, the Trust and the Trustee may prohibit additional capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Units, and the Unitholder shall have no claim, and shall not pursue any claim, against the Trust or any other person in connection therewith.
- (n) Tax Matters.
 - (i) The Unitholder hereby agrees that it will properly execute and provide to the Trust in a timely manner any and all tax documentation that may be reasonably required by the Trustee in connection with the Trust. In addition, the Unitholder agrees to update such information if and when any such information is no longer true or correct and to provide any additional information required pursuant to any change in law, or the application or interpretation thereof. The Unitholder acknowledges that if the Unitholder does not provide (or appropriately update) any such information with respect to the Trust the Unitholder may be required to indemnify the Trust for any losses the Trust incurs as a result.
 - (ii) The Unitholder understands and acknowledges that failure of the Unitholder to timely provide the Trustee with all information and forms (i) requested in this Subscription Agreement, (ii) thereafter requested by the Trustee, (iii) required for claiming treaty benefits or (iv) otherwise required by a tax authority, may preclude the Unitholder from obtaining certain tax benefits, if any are available. In addition, such failure may lead to compliance failure by the Trust, or a risk of the Trust or other investors being subject to withholding tax and the Trustee reserves the right to take any action and/or pursue all remedies at its disposal, including, without limitation, bring an action against the Unitholder, compulsory transfer of the Unitholder's Units or withdrawal as investor(s) of the Trust and the Unitholder shall not have any claim against the Trust, the Trustee or their respective delegates for any form of damages or liability as a result of actions taken or remedies pursued by or in respect of the Trust.

- (iii) The Unitholder understands and acknowledges that any income tax benefits that may be available to the Unitholder may be lost through the adoption of new laws or regulations, changes to existing laws and regulations or differing interpretations of existing laws and regulations, in certain circumstances with retroactive effect, and the Unitholder, in making this investment, is relying, if at all, solely upon the advice of such Unitholder's personal tax advisor with respect to the tax aspects of an investment in the Trust.
- (iv) Unless otherwise indicated by the Unitholder, the Unitholder's tax year ends on December 31 of each year. The Unitholder understands that it is possible that certain investments of the Trust may not be able to distribute information necessary for the Unitholder to complete its income tax returns by the relevant filing deadline, and as a result the Unitholder may be required to submit an extension for filing its tax returns.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TRUST

- 6.1 The Trustee is authorized to enter into this Subscription Agreement for and on behalf of itself and in respect of the Trust, the Sub-trust and the Trust Deed, to perform its obligations under this Subscription Agreement and the Trust Deed, and to consummate the transactions that are the respective subjects of this Subscription Agreement and the Trust Deed. The signature of the respective individual signing this Subscription Agreement and the Trust Deed on behalf of the Trustee for itself and in respect of the Trust is binding upon the Trustee and the Trust, as the case may be.
- 6.2 The Trustee agrees that the following information provided to it by CapBridge or the Issuer or otherwise has been or shall be provided to the Unitholder, if applicable ("**Subscription Information**"):
 - (a) the completed and updated company profile of the Issuer on the CapBridge Platform and Investor Relation profile in the format as provided by CapBridge;
 - (b) the completed CapTable of the Issuer in the format as provided by CapBridge;
 - (c) the Offering Memorandum;
 - (d) any prior or current shareholder agreements, notices or other offering documents as may be relevant to the acquisition, disposal, subscription or holding of Units and/or the Issuer's shares or securities;
 - (e) audited financial statements of the Issuer for the last financial year (including any qualification or emphasis of a matter by the auditors on the financial statements of the Issuer or any of its subsidiaries or associated companies);
 - (f) a copy of the Trust Deed upon request by the Unitholder;
 - (g) a copy of the share purchase agreement or share subscription agreement which provides for the Trustee acquiring the Shares of the Issuer; and
 - (h) any other information as may be provided by the Issuer to CapBridge and as is published by CapBridge at <<https://capbridge.sg>> or by 1X at <<https://1x.exchange>> made available to the Trustee from time to time.

7. MISCELLANEOUS

7.1 Amendments

The Subscription Agreement may be modified or amended with the prior written consent of the Trustee and all the Unitholders.

7.2 Notices.

Any notice, request, demand, or other communication required by or permitted to be given in connection with this Subscription Agreement shall be in writing, and shall be delivered in the manner provided in the Trust Deed.

7.3 Governing Law; Binding Effect; and Severability.

- (a) The Trust is subject to and governed by and this Subscription Agreement will be construed in accordance with the laws of Singapore. The parties hereby submit to the non-exclusive jurisdiction of Singapore.
- (b) The Unitholder may not assign any of its rights or obligations under this Subscription Agreement without the prior written consent of the Trustee.
- (c) This Subscription Agreement and the rights and obligations set forth herein shall be binding upon, and shall inure to the benefit of, the Unitholder, the Trustee, and their respective legal representatives, successors, and permitted assigns.
- (d) Save for CapBridge, a person who is not a party to this Subscription Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of the Republic of Singapore) (as may be amended from time to time) to enforce any term of this Trust Deed.
- (e) If any provision of this Subscription Agreement, or the application of such provision to any circumstance, shall be invalid under the applicable law of any jurisdiction, the remainder of this Subscription Agreement or the application of such provision to other persons or circumstances or in other jurisdictions shall not be affected thereby.

7.4 Entire Agreement.

This Subscription Agreement and the Trust Deed constitute the entire agreement of the parties hereto in respect of the subject matter hereof, and supersede all prior agreements or understandings, among the parties hereto in respect of the subject matter hereof.

7.5 Counterparts.

This Subscription Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7.6 Indemnification.

The Unitholder understands that the information provided herein will be relied upon by the Trust for the purpose of determining the eligibility of the Unitholder to purchase Units in the Trust. To the extent permitted under applicable law, the Unitholder agrees to indemnify, defend, and hold harmless the Trust, the Trustee, the Administrator and their respective affiliates and controlling

persons from and against any loss, damage, liability, obligation, cost, or expense (including reasonable attorneys' fees) arising out of or relating to any breach of any representation or agreement of the Unitholder contained in this Subscription Agreement, including the Subscription Documents, the Trust Deed or any other document or certification provided to the Trustee or Trust by the Unitholder in connection with its Subscription.

SCHEDULE 1: SUBSCRIPTION FORM

1. In accordance with Clause 2.1 of the Subscription Agreement, the Unitholder is willing to subscribe for the Units at the amount and price stated here:
 - (a) Number of Units: *Refer to Cover Page*
 - (b) Total investment amount: *Refer to Cover Page*
 - (c) Price per Unit (Subscription Price): *Refer to Cover Page*
 - (d) Name of Sub-trust: *Refer to Cover Page*
 - (e) Name of Lead Investor (proxy): *NA*
2. The Unitholder understands and agrees that the Units allocated to the Unitholder and the Subscription Price shall be in accordance with the terms and conditions of the Subscription Agreement.
3. The Unitholder acknowledges and agrees that this Subscription Form serves as confirmation to the Trustee that the Trustee has been directed by the Unitholder to invest in the Issuer by way of subscription / purchase of the Issuer's shares and/or securities in accordance with the terms of the Subscription Agreement, in respect of the following amounts:
 - (a) Number of Shares in Issuer: *same as 'Number of Units' above*
 - (b) Price per Share in Issuer: *same as 'Price per Unit' above*
 - (c) Name of Issuer: *Refer to Cover Page*
4. The Unitholder agrees and confirms that he has not been induced to subscribe into the Units by the Trustee, CapBridge or any of its affiliates, delegates, representatives or agents or by any other person and have sought the legal and other professional advice as he deems fit in making this subscription.
5. The Unitholder confirms that it has received copies of the following (where applicable):
 - (a) the completed and updated company profile of the Issuer on the CapBridge Platform and Investor Relation profile in the format as provided by CapBridge;
 - (b) the completed CapTable of the Issuer in the format as provided by CapBridge;
 - (c) the Offering Memorandum;
 - (d) any prior or current shareholder agreements, notices or other offering documents as may be relevant to the acquisition, disposal, subscription or holding of Units and/or the Issuer's shares or securities;
 - (e) audited financial statements of the Issuer for the last financial year (including any qualification or emphasis of a matter by the auditors on the financial statements of the Issuer or any of its subsidiaries or associated companies);
 - (f) a copy of the Trust Deed upon request by the Unitholder;

- (g) a copy of the share purchase agreement or share subscription agreement which provides for the Trustee acquiring the shares of the Issuer; and
 - (h) any other information as may be provided by the Issuer to CapBridge and as is published by CapBridge at <<https://capbridge.sg>> or made available to the Trustee from time to time.
6. The Unitholder agrees and confirms that as a condition of his subscription for Units in the Sub-trust, he shall procure the Trustee that subscribes for / purchases Shares in the Issuer on behalf of this Sub-trust to (i) refrain from exercising any voting rights conferred by the Assets; or (ii) (if applicable) appoint as its proxy the Lead Investor (as set out above) to exercise on behalf of the Sub-trust any voting rights conferred upon the owner of the Assets.
7. The Unitholder agrees to provide due diligence documents to the Trustee or the Administrator as required under the AML Laws or any other applicable law or regulation;
8. The Unitholder understands that its application is subject to the review and approval of the Trustee.
9. The Unitholder understand that the Subscription Agreement and the Trust Deed are governed by the laws of Singapore. The courts of Singapore will have the non-exclusive jurisdiction to settle any disputes arising out of or connected with the Subscription Agreement and the Trust Deed.

Unitholder's Name: Refer to Cover Page

Unitholder's Cover Page
Acknowledgement:

Yes ☒ No ☐

Subscription Date: Refer to Cover Page

SCHEDULE 2: PAYMENT SCHEDULE

1. Amount Payable by Unitholder:

- A) Total Price: *Refer to Cover Page*
- B) Placement Fee to CapBridge: **NA**
- C) Trustee Fee (for Sub-trust): **NA - payable by Issuer**
- D) Administrator Fees: **NA - payable by Issuer**

2. Payee Bank Account Details:

- Trustee: [] (US\$ Wire Instructions)

Correspondent Bank		
SWIFT Code:		
ABA Code:		
Beneficiary Bank		
Beneficiary		
Beneficiary Bank Account Number		
Reference		

- Administrator: [] (US\$ Wire Instructions)

Correspondent Bank		
SWIFT Code:		
ABA Code:		
Beneficiary Bank		
Beneficiary		
Beneficiary Bank Account Number		
Reference		

3. Payment Details:

The Unitholder shall pay the Total Price as set out on the ***Cover Page***, upon completion and submission of this Subscription Agreement on the Subscription Date (as per the ***Cover Page***).

4. Mode of Payment:

The Unitholder shall make all payments under this Payment Schedule directly to the relevant Payee as set out in Section 2 & Section 3 (above) of this Payment Schedule.

OR

The Unitholder shall make all payments under this Payment Schedule in accordance with the terms of the Escrow Agreement (if applicable - as set out in Schedule 3 of this Subscription Agreement).

5. Timing of Payment:

The Unitholder must make all payments under this Payment Schedule within **seven (7) calendar days** from the relevant dates for payment as stated in section 3 (above).

SCHEDULE 3: ESCROW AGREEMENT

not applicable

SCHEDULE 4: OFFERING MEMORANDUM

This Offering Memorandum summarizes the principal terms of this offering of Units in the sub-trust set out below (the “**Sub-trust**”), a Singapore special purpose vehicle established to hold the Shares of the relevant Issuer. The completion of the transaction of subscribing for Units in the Sub-trust as contemplated by this Offering Memorandum will be subject to the signing of the Subscription Agreement between the Unitholder and Trustee.

DEAL SUMMARY:	
Investment Opportunity	<p>The Unitholder is being offered Units in the Sub-trust for subscription at the price per unit as set out below.</p> <p>Each Unit of a Sub-trust represents an undivided beneficial interest in the Assets of the Sub-trust and no unitholder is entitled to any interest or share in any particular asset or any part of the Assets or any other Sub-trust of the Trust.</p> <p>The legal owner of the Assets is the Trustee.</p>
Investment Objective/Strategy	The objective of this Sub-trust is for the Trustee (as trustee of the Sub-trust for the benefit of the Unitholder) to invest in the Issuer (as defined below).
Issuer	<p>The name of the Issuer is set out on the Cover Page, a company incorporated in Malaysia.</p> <p>The Issuer is conducting a secondary placement on CapBridge for the purpose of a direct listing on 1X private exchange (“1X Exchange”). For the purposes of this listing on 1X Exchange, an aggregate of 7,856,065* ordinary shares of the Issuer (representing ~10.5% of the total outstanding share capital of the Issuer, being 74,856,112 ordinary shares) shall be transferred to the Trustee to own and hold in its capacity as trustee of the Sub-trust. The total price / value of the 7,856,065* ordinary shares as at the date of this Subscription Agreement is ~S\$2,671,062.10 based on the Issuer’s targeted 1X actual listing valuation of ~S\$25,451,078.10 (which is equivalent to ~RM\$78,452,977.00 calculated on a currency conversion rate of 1SGD : 3.08MYR).</p> <p>In a direct listing exercise on 1X Exchange, the unitholders of the Sub-trust are the existing shareholders of the Issuer who shall be converting their existing ordinary shares in the Issuer into tradable units in the Sub-trust on a 1share = 1 unit basis. This conversion occurs by undertaking these two processes – (i) the existing shareholders transferring to the Trustee the shares that they hold in the Issuer; and (ii) the existing shareholders subscribing as unitholders in the newly-formed Sub-trust in respect of the Issuer. All of the units in the Sub-trust will then be floated for trading on 1X Exchange upon the Issuer’s 1X listing.</p> <p><i>*May be subject to change at Issuer’s discretion</i></p>
The Trust	<p>The Trust Deed dated on or around 9th July 2019 established the 1X SPV Master Trust (the “Trust”) and the Sub-trust.</p> <p>The terms and conditions of the Trust Deed and (where applicable) supplemental trust deed establishing the sub-trust are binding on each unitholder and all persons claiming through or under such unitholder as if the Trust Deed had been signed sealed and delivered by the Unitholder.</p>

	<p>At the direction of the Unitholder provided in accordance with the Subscription Agreement, the Trustee shall acquire and hold all or any part of the shares of the Issuer that are being offered for subscription and/or purchase in its current / latest round of fundraising (as set out above) on trust/custody for the benefit of the Unitholder.</p> <p>This arrangement wherein the Trustee owns and holds the shares of the Issuer on behalf of and for the benefit of the Unitholders shall constitute the Sub-trust.</p>
Trustee	The Trustee is Equiom Trust Services Pte. Ltd. a Singapore licensed trust company which is regulated by the Monetary Authority of Singapore.
Sub-trust	<p>This Sub-trust is a Singapore special purpose vehicle and is a separate sub-trust of the Trust.</p> <p>The shares of the Issuer that are owned and held by the Trustee on trust shall form the underlying assets (“Assets”) of the Sub-trust. The Assets shall comprise the shares of only one (1) Issuer in relation to its fundraising round (as set out above), and other property received or receivable by the Trustee in respect of the Sub-trust.</p> <p>The purpose of the Sub-trust is to own and hold the Assets and issue a commensurate amount of units to the Unitholders, who shall be the beneficiaries of the Sub-trust.</p>
Administrator	<p>The Trustee may appoint, at its discretion, subject to any appropriate Services Agreement, an administrator as it deems fit to perform the administrative roles and duties in relation to the operation of the Trust and Sub-trust.</p> <p>An Administrator may be appointed by the Trustee pursuant to the Trust Deed.</p> <p>The Administration Agreement (if any) has been entered into between the Trustee and the Administrator, to establish the terms and conditions on which the Administrator shall provide administration services to the Sub-trust.</p>
Investment Risks	<p>Investing in growth-stage private limited companies exposes the investor to significant risk of losing all or part of the invested money. Each Unitholder is expected to review all the information, including the risks, available regarding this subscription and the Issuer.</p> <p>The investment program of the Sub-trust is speculative and entails substantial risks. There can be no assurance that the investment objectives of the Sub-trust, will be achieved, and results may vary substantially over time.</p>
Price Per Unit	The Price per Unit is set out on the <i>Cover Page</i> .
CapBridge	<p>CapBridge is a private limited company incorporated in Singapore, regulated by the Monetary Authority of Singapore (“MAS”), and holding a Capital Markets Services Licence – for Dealing in Capital Markets Products that are securities and units in collective investment schemes.</p> <p>CapBridge maintains and operates an online technology platform, accessible at https://capbridge.sg/ (the “CapBridge Platform”), through which it facilitates the marketing and offering of the Units in the Sub-trust. The terms and conditions of this investment opportunity to subscribe for Units in the Sub-trust, including without limitation the Subscription Agreement and Trust Deed</p>

	can be viewed on the CapBridge Platform. The information on the Issuer, its fundraising round (as set out above), and the Assets (which may include the relevant share subscription agreement and/or share purchase agreement) can also be viewed on the CapBridge Platform.
Eligible Investor	<p>Only Eligible Investors are allowed to trade on the organised market operated by 1X, and 1X shall carry out any checks that it deems necessary to ensure that such person is an Eligible Investor.</p> <p>An Eligible Investor is a person or entity that:</p> <p>(a) is not in Singapore; or</p> <p>(b) qualifies as an “Accredited Investor” or “Institutional Investor” as defined under the <i>Securities and Futures Act (Cap. 289) Singapore</i>.</p>
<u>INVESTMENT TERMS & SUMMARY</u>	
Valuation	<p>The value of the Assets and therefore the value of the Sub-trust shall be calculated by the Administrator.</p> <p>The Administrator shall calculate the value of the Assets on the basis of a valuation of the Issuer in the current /latest round of fundraising (as set out above) that is carried out by - (i) the Issuer on itself, (ii) by another investor, or (iii) by a third party responsible for / engaged for the purpose of providing an independent valuation of the Issuer. The Administrator is permitted to rely on the valuation information provided as accurate and complete.</p>
Role of the Administrator	<p>The Administrator of the Sub-trust (if any) shall be responsible for the following administrative duties, without limitation–</p> <p>(a) ensuring the Unitholders are Eligible Investors by performing Know-Your-Client (KYC), Anti-Money Laundering (AML) / Combating the Financing of Terrorism (CFT) checks on the Unitholders and in accordance with AML Laws, prior to accepting them as Unitholders of the Sub-trust;</p> <p>(b) taking receipt of the necessary executed and completed subscription documents from the Unitholders;</p> <p>(c) calculating the Net Asset Value of the Sub-trust on an annual basis at such time that the financial statements on the Sub-trust is prepared or otherwise from time to time as instructed by the Trustee, which will determine the Subscription Price payable by each Unitholder on the Subscription Day based on the subscription documents received from the Unitholders;</p> <p>(d) accepting payment of the Subscription Price from the Unitholders;</p> <p>(e) providing confirmation to the Unitholders of their acceptance as Unitholders of the-Sub-trust;</p> <p>(f) maintaining the register of Unitholders in the Sub-trust;</p> <p>(g) preparing Unitholders statements on the Issuer which shall be made available to Unitholders upon their request;</p>

	<p>(h) preparing financial statements on the Sub-trust which shall be made available to Unitholders upon their request and otherwise, at least annually; and</p> <p>(i) ensuring in all aspects that the Sub-trust meets any, FATCA & CRS requirements or obligations.</p>
Fees & Expenses	The fees and expenses chargeable to the Sub-trust may include all fees payable to the Trustee, the Administrator, CapBridge, the Auditor (if any), the Escrow Agent / Custodian (if any), the transfer agent, attorneys or any third party / service provider formally appointed in relation to the set-up and operation of the Sub-trust. The fees and expenses will be charged to and paid from the Sub-trust on an annual basis and in line with applicable invoices.
Other Parties	Where third parties appointed in accordance with the terms of the Trust Deed or Subscription Agreement, subject to a duly executed Services Agreement entered into between the third party and the Trust and/or the Sub-trust, the Unitholder shall be notified of such appointment accordingly, and as soon as is practicable.
Redemption Rights	Unitholders do not have any right to voluntarily redeem their Units in the Sub-trust. The Trustee may at the direction of the Issuer compulsorily redeem the Units for any reason at any time by giving no less than seven days' notice to the Unitholders.
Transfer Rights	<p>Unitholders do not have any right to transfer their Units in the Sub-trust, except in the case of the death or bankruptcy of the Unitholder, provided always that the transferee is an Eligible Investor.</p> <p>Notwithstanding the above, the Unitholders shall have the right to transfer their Units in the Sub-trust to other Unitholders or any Eligible Investor to facilitate trading of the Units on 1X.</p>
Voting	The Unitholders will have no voting rights in relation to the Issuer and the Trustee may be required to provide a proxy of his vote to the Lead Investor.
Other Terms & Conditions	<p>The Subscription Agreement for the Eligible Investors desiring to subscribe for Units in the Sub-trust shall be the same for all Unitholders.</p> <p>The share purchase agreement or share subscription agreement to be entered into between the Trustee and the Issuer shall be same for all the shares and/or securities that the Trustee shall acquire in the current /latest round of fundraising (as set out above).</p>
Definitive Agreements	<p>The Unitholders shall strive to complete the Subscription Agreement and related documents for the current / latest round of fundraising of the Issuer (as set out above) with the view to close within 30 days from the date that it receives this Offering Memorandum.</p> <p>The Trustee shall strive to sign the applicable share purchase agreement, share subscription agreement, and /or shareholder's agreement as necessary for the Trustee to obtain legal ownership of the shares and/or securities of the Issuer within 30 days from the date of execution of the Subscription Agreement and related documents for the relevant Sub-trust.</p>
Governing Law	The Subscription Agreement and Trust Deed shall be governed by and construed in accordance with the laws of Singapore. The courts of the Singapore will have the non-exclusive jurisdiction to settle any disputes arising out of or connected with the Subscription Agreement and the Trust Deed.

The Unitholder has hereunto agreed to the terms of the offering of Units in the Sub-trust by entering into this Subscription Agreement, via his/her electronic acknowledgement or signature on the ***Cover Page***.

SCHEDULE 5: INVESTOR DETAILS

The Investor shall provide or has provided identification information and supporting documents (if any), through CapBridge or 1X, for the purpose of enabling the Trustee or Administrator to complete its KYC and AML due diligence and checks on the Investor:

1. For Individuals

- Identification documents (e.g. NRIC, Identification card, Passport)
- Residential address. (e.g. utility bill, local authority, bank statement) – No older than three months
- Tax ID (where applicable)
- Bank reference or reference from a regulated or licensed financial institution (where applicable)

SCHEDULE 6: SELF-CERTIFICATION FORM

Individual Self-Certification

Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by Singapore in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Singapore laws, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

Section 1: Account Holder Identification

/ /		
Account Holder Name	Date of Birth (dd/mm/yyyy)	Place and Country of Birth

Permanent Residence Address:

Number & Street	City/Town	
State/Province/County	Post Code	Country

Mailing address (if different from above):

Number & Street	City/Town	
State/Province/County	Post Code	Country

Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

Please tick either (a) or (b) or (c) and complete as appropriate.

(a) ☐ I confirm that I **am** a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

(b) ☐ I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.

(c) ☐ I confirm that I **am not** a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residences.

Section 3: Declaration of Tax Residency (other than U.S.)

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency	Tax reference number type	Tax reference number

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

Section 4: Declaration and Undertakings

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

Signature: _____

Date (dd/mm/yyyy): / /

EXECUTED by **EQUIOM TRUST SERVICES PTE. LTD.** solely in its capacity as trustee of the Trust:

$$\begin{pmatrix}) \\) \\) \\) \\) \\) \end{pmatrix}$$

Title:

Occupation: