



ARCHE ASSET MANAGEMENT GENERAL TERMS & CONDITIONS

Updated: 1 October 2026



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Introduction

This Arki General Terms and Conditions (collectively, the “**T&C**”) constitutes an agreement between you (“**Customer**” or “**you**”) and Arche Asset Management Pte. Ltd., a Singapore-incorporated company trading under the name Arki Finance (“**Arki**” or “**we**” or “**us**”, UEN 202341773M). This T&C governs your relationship with and use of the platform and the wealth management products and services offered by Arki (the “**Services**”). Arche Asset Management Pte. Ltd is regulated by the Monetary Authority of Singapore (“**MAS**”). Arche Asset Management Pte. Ltd holds a Capital Markets Services (“**CMS**”) license for fund management (CMS Licence No. 101854) and is an exempt financial adviser under the Financial Advisers Act 2001. This T&C consists of the General Terms applicable to Arki’s entire relationship with you and includes the Additional Terms for specific investment products and services set out in the Schedules below which supplement the General Terms. In the event of any conflict or inconsistency between any provisions of the General terms and the Additional Terms, the Additional Terms shall prevail in respect of the matters contained therein to the extent of such conflict or inconsistency.

By agreeing or acknowledging this T&C electronically or otherwise, using the Services, or signing up for an Account (as defined below), you represent and undertake, and are deemed to have read, understood, accepted, and agreed to the General Terms and Additional Terms of this T&C. You have the capacity, power, and authority to enter into, exercise your rights, and perform and comply with your obligations under this T&C. This T&C governs the provision of the Services to you, your Account(s) with Arki, and all Transactions carried out through your Account.

1. Terms and Conditions

- 1.1 In this T&C, unless the context otherwise requires, the terms, words and expressions used in this T&C shall have meanings set out in paragraph 2 of the General Terms in this T&C.
- 1.2 Arki provides the Services to you through your usage of the Platform and the relationship between you and Arki is governed by this T&C. This T&C governs the provision of the Services to you, your Account(s) with us, and all Transactions carried out through your Account. If, in respect of a given Account, Transaction or Service, any Additional Terms are stated to apply, such Additional Terms shall apply (as supplemented by and read together with this T&C) in respect of that Account, Transaction or Service, and shall form part of this T&C. If there is any conflict or inconsistency between this T&C and any supplementary programme terms, product-specific terms,



promotional terms (that do not form a part of this T&C) issued by Arki in respect of the relevant Account, Transaction or Service, such supplementary terms shall prevail but only to the extent of such conflict or inconsistency only in respect of the specific matters to which they relate.

- 1.3 Your use of our Services is subject to you fulfilling the following general criteria, and upon our request, providing us with such information and documents to prove that you fulfil the criteria:
 - 1.3.1 you shall have completed the onboarding flow or procedure required by us;
 - 1.3.2 you have received an acceptance notice from us confirming that you may use and access the Platform, your Account and/or our Services;
 - 1.3.3 you have completed all the necessary needs and suitability analysis where applicable (including without limitation, the Needs Analysis and Customer Knowledge Assessment form); and
 - 1.3.4 such other criteria as we may determine from time to time.
- 1.4 For the avoidance of doubt, we are not obliged to open any Account for you or provide you with any Service and we are not required to provide you with any reasons should we choose not to do so.
- 1.5 You shall be taken to have accepted the terms and conditions of this T&C upon your first access and use of your Account and/or our Services.
- 1.6 The Account which we grant to you also belongs exclusively to you and is not transferable to any other person.
- 1.7 You undertake not to register for more than one Account (other than a Trust Account) or register an Account on behalf of any person other than yourself (save for when you are acting in the capacity of a trustee of a trust).
- 1.8 For the avoidance of doubt, this T&C applies to you regardless of whether you are a natural person (acting for yourself or as a sole proprietor or as a partner in a partnership), a company or a body corporate regardless of its jurisdiction of incorporation, a trustee of a trust, any co-operative society, limited liability partnership or registered society.
- 1.9 If you qualify to be and consent to be treated by us as an Accredited Investor, you accept that, in the event of any inconsistency between the terms in this



T&C and the Accredited Investor Opt-In, the terms in the Accredited Investor Opt-In shall prevail to the extent of such inconsistency.

2. Definitions

2.1 In this T&C, where the context so admits, the words and expressions used in this T&C shall have the following meaning:

“Account” means the account which we have established and maintained for you for your use and access to the Platform and/or Services pursuant to this T&C;

“Access Method(s)” means any user identification, passwords and other security credentials assigned to you and required to access and use the Platform using your Account;

“Access Party” has the meaning ascribed to it in paragraph 7.8.9.1 of the General Terms in this T&C;

“Accredited Investor” has the meaning ascribed to it in the Securities and Futures Act 2001, read with the Securities and Futures (Classes of Investors) Regulations 2018, as may be amended, supplemented or modified from time to time;

“Accredited Investor Opt-In” means the declaration, acknowledgement and consent by which a Customer elects to be treated as an Accredited Investor, as set out in the Manual Customer Onboarding Form or such other form, electronic process or manner as may be prescribed by Arki from time to time;

“Additional Terms” means such additional terms attached to the General Terms, which includes but is not limited to the Investment Services Special Terms set out in Schedule 1 and the Risk Disclosure Statement set out in Schedule 2;

“Advisory Services” has the meaning ascribed to it in paragraph 1.1 under Section A of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Affiliate(s)” means, in relation to Arki, its related corporations, associated corporations, holding company, subsidiaries and other affiliated entities;

“Applicable Laws” means all applicable local or foreign laws, rules, acts, regulations, subsidiary legislation notices, notifications, circulars, licence conditions, directions, requests, requirements, guidelines, directives, codes, information papers, practice notes, demands, guidance and/or decisions of



any national, state or local government, any agency, exchange, regulatory or self-regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority (including the MAS and IRAS) whether in Singapore or elsewhere, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time;

“Asset(s)” means any cash, securities, interests in collective investment schemes, or other financial instruments or products, and other property of yours held with us or through us;

“Associates” has the meaning ascribed to it in paragraph 18.1 of the General Terms in this T&C;

“Broker” has the meaning ascribed to it in paragraph 8.1 of the General Terms in this T&C;

“Business Day” means a day, other than a Saturday or Sunday or public holiday in Singapore;

“Connected Person” has the meaning ascribed to it in paragraph 12.1 of the General Terms in this T&C;

“Custodian” has the meaning ascribed in paragraph 8.2 of this T&C;

“Customer Knowledge Assessment” or **“CKA”** has the meaning ascribed to it in paragraph 2.1 under Section A of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Deposits” has the meaning ascribed to it in paragraph 4.5.2.1 under Section B of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Discretionary Management Service” has the meaning ascribed to it in paragraph 4.1 under Section B of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Discretionary Portfolio” has the meaning ascribed to it in paragraph 4.1 under Section B of the Investment Services Special Terms set out in Schedule 1 to the General Terms;



“Excluded Investment Product” means any capital markets products that belong to a class of capital markets products listed in the Schedule to the Securities and Futures (Capital Markets Products) Regulations 2018;

“FAA” means the Financial Advisers Act 2001 of Singapore, as may be amended, restated, supplemented, or otherwise modified from time to time;

“Fees” has the meaning ascribed to it in paragraph 7.3.1 of the General Terms in this T&C;

“Fee Schedule” means the prevailing schedule of Fees and charges made available on our website, the Platform or through such other official channel as we may notify to you from time to time;

“Force Majeure Event” has the meaning ascribed to it in paragraph 17.2 of this T&C;

“General Terms” means the general terms and conditions of this T&C, which does not include any Additional Terms;

“GST” has the meaning ascribed to it in paragraph 7.3.1 of the General Terms in this T&C;

“IMA” has the meaning ascribed to it in paragraph 4.1 under Section B of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Instruction(s)” means any communication, instruction, order, message data or information sent or delivered by you or on your behalf and (i) received by us through or pursuant to the Platform or otherwise referable to your Access Methods, or (ii) received by us via email or any other methods we may agree to;

“Intermediary” or “Intermediaries” has the meaning ascribed in paragraph 8.8 of the General Terms in this T&C;

“Investment(s)” means any security, collective investment schemes, interests in unit trusts or mutual trusts, or other financial instruments or investment products which we may purchase or sell on your behalf pursuant to the relevant Investment Portfolio(s) or otherwise;

“Investment Portfolio” means any portfolio of Investments reflected in your Account, which includes a Model Portfolio or a Discretionary Portfolio, as the case may be;



“Investment Services Special Terms” means the additional set of terms set out in Schedule 1 to the General Terms;

“IRAS” refers to the Inland Revenue Authority of Singapore;

“Loss(es)” means any losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses, fees, charges, actions, suits, proceedings, claims, claims for an account or equitable compensation or equitable lien, any other demands or remedy whatsoever, or any diminution in the value of or loss or damage to any property or security or any lost opportunity whereby the value of the same could have been increased or otherwise, including any direct, indirect, incidental, special and consequential or punitive damages (including losses arising from counterparty risk, investment losses, economic losses or lost profits);

“MAS” means the Monetary Authority of Singapore;

“Model Portfolio” has the meaning ascribed to it in paragraph 3.1 under Section A of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Needs Analysis” has the meaning ascribed to it in paragraph 2.1 under Section A of the Investment Services Special Terms set out in Schedule 1 to the General Terms;

“Notice(s)” has the meaning ascribed to it in paragraph 19.1 of the General Terms in this T&C;

“Personal Data” has the meaning ascribed to it in the Personal Data Protection Act 2012;

“Platform” means the Arki online platform (accessible through our mobile application, our website at www.arkifinance.com or such other channel as we may notify to you) operated by us including any software or information provided as part of or in connection with the Platform;

“Post-Termination Fees and Dividends” has the meaning ascribed to it in paragraph 17.6.3 of the General Terms in this T&C;

“Privacy Policy” means the policy on the privacy and protection of Personal Data adopted by us, as the case may be, as may be supplemented, amended or varied from time to time upon our notification to you;



“Recurring Investment Amount” has the meaning ascribed to it in paragraph 7.10.1 of the General Terms in this T&C;

“Recurring Investment Transaction” has the meaning ascribed to it in paragraph 7.10.1 of the General Terms in this T&C;

“Regulatory Body” shall mean any financial, tax, accounting, statutory or other governmental body whether in Singapore or another jurisdiction, including MAS and IRAS;

“Remuneration” has the meaning ascribed to it in paragraph 7.4.3 of the General Terms in this T&C;

“Secondary Log-In Details” has the meaning ascribed to it in paragraph 7.8.9 of the General Terms in this T&C;

“Service” means any service provided by us pursuant to this T&C;

“SFA” means the Securities and Futures Act 2001 of Singapore, as may be amended, restated, supplemented or otherwise modified from time to time;

“Specified Investment Product” means any capital markets products other than an Excluded Investment Product;

“System” means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the Platform;

“Tax” has the meaning ascribed to it in paragraph 7.3.1 of the General Terms in this T&C;

“Transactions” means transactions in such Investments as we may carry out on your behalf under this T&C, which includes the purchase or sale of Investments or the Recurring Investment Transactions;

“Trust” has the meaning ascribed to it in paragraph 7.11.1 of the General Terms in this T&C;

“Trust Account” has the meaning ascribed to it in paragraph 7.11.2 of the General Terms in this T&C;

“Trust Documents” has the meaning ascribed to it in paragraph 7.11.4 of the General Terms in this T&C;



“T&C” means the General Terms and the Additional Terms, as may be amended from time to time;

“U.S. Person” means a United States citizen or corporation, a fiscal resident of the United States or a person liable to tax in the United States on any grounds whatsoever.

- 2.2 The words “we”, “us”, “our” or any of their derivatives refer to Arki and its successors and any novatee, assignee, transferee or purchaser of Arki’s rights and/or obligations hereunder and any reference to Arki includes a reference to such successor, novatee, assignee, transferee or purchaser.
- 2.3 The words “you”, “your”, “yours” or any of their derivatives refer to the person who opened the Account and/or uses or intends to use our Services and shall include, as the context may require, executors and administrators (as the case may be).
- 2.4 The word “person” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, or agency of a state (in each case, whether or not having separate legal personality).
- 2.5 In this T&C, unless the context otherwise requires:
 - 2.5.1 singular words include the plural and vice versa;
 - 2.5.2 a word of any gender includes the corresponding words of any other gender;
 - 2.5.3 references to “include”, “includes” and “including” as they appear in this T&C are not limiting and are deemed in each instance to be followed by the words “without limitation”;
 - 2.5.4 any headings in the T&C are for ease of reference only and shall not be relied upon in the construction of any of the provisions of the T&C;
 - 2.5.5 any reference to Schedules shall be references to Schedules to this T&C;
 - 2.5.6 any document or agreement (including the T&C and its supplementary terms and conditions) shall be deemed to include reference to such document or agreement as amended, novated, supplemented or replaced from time to time; and



- 2.5.7 any determination to be made by Arki or any exercise by Arki of any rights or entitlement may be made at the sole and absolute discretion of Arki and, in every case, shall be conclusive and binding on you.

3. Representations and Warranties

3.1 You represent and warrant that:

- 3.1.1 you are and will remain the legal and beneficial owner of the Account free from all encumbrances (save for encumbrances created in accordance with paragraph 11 of the General Terms in this T&C);
- 3.1.2 any Asset withdrawn from the Account will be transferred to an account of which you are the legal and beneficial owner;
- 3.1.3 all information and documents provided to us, including the information contained in the onboarding documents or questionnaire provided by us or otherwise completed by you prior to you opening an Account with us, are true, correct and complete and not misleading or incomplete in any material way;
- 3.1.4 you have provided us with all material information and undertake to update us as soon as possible if there are any material changes to the information and/or document(s) provided to us, otherwise you continue to represent and warrant that all such information provided is and will continue to be true, correct, complete and not misleading or incomplete in any material way;
- 3.1.5 if you are a person that is not an individual, you are duly incorporated, established or organised and validly existing, under the laws of the jurisdiction of your incorporation, establishment or organisation;
- 3.1.6 you have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under this T&C;
- 3.1.7 all actions, conditions and things required to be taken, fulfilled and done, in order to: (i) enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this T&C, and (ii) ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
- 3.1.8 your obligations under this T&C are valid, binding and enforceable;
- 3.1.9 you are solvent, able to pay your debts as they fall due and are a going concern or not an undischarged bankrupt;

- 3.1.10 your entry into, exercise of your rights and/or performance of or compliance with your obligations under this T&C does not and will not:
 - (i) violate any constitutional document or agreement to which you or where applicable, any of your affiliates, is a party or which is binding on any of you or your respective Assets, or (ii) result in the existence of, or oblige any of you to create, any security over those Assets;
- 3.1.11 you have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require, and these are valid and subsisting and will not be contravened by the execution or performance of this T&C;
- 3.1.12 your use of our Services complies with all Applicable Laws;
- 3.1.13 you will inform yourself and, if necessary, consult your own professional advisers as to the relevant legal, tax and exchange control regulations in force in the countries of your citizenship, incorporation, residence or domicile.
- 3.1.14 you are not a U.S. Person nor are you purchasing securities as a U.S. Person as defined in Regulation S under the United States Securities Act of 1933, as amended, or acting for the account or benefit of a person within the United States, and are purchasing securities outside the United States in an “offshore transaction” as defined in Regulation S;
- 3.1.15 none of you, or any person who may make financial and/or investment decisions on the Accounts, is located in the European Economic Area, and you shall notify us immediately and without being asked to do so, if this ceases to be true; and
- 3.1.16 if you are not resident in the jurisdiction where the entity you receive the Services from is incorporated, you have specifically sought the provision of the Services by us to you, and you have not been solicited, targeted or marketed to by us for the provision of the Services.
- 3.2 You shall notify us immediately if any of the representations set forth above or elsewhere in this T&C no longer continue to be true and correct.
- 3.3 You agree and acknowledge that we shall have no duty or responsibility whatsoever in ensuring or monitoring your compliance of your constitutional, organisational or establishment documents, internal guidelines and all legal,



regulatory or contractual duties, obligations or restrictions applicable to you in any relevant jurisdictions that may arise in connection with any Transaction and your relationship with us.

4. Compliance with law and tax implications

- 4.1 The provision of all Services by us to you, any Account and Transaction and the relationship between us and you shall be subject to all Applicable Laws. For the avoidance of doubt, we shall not incur any liability to you as a result of acting in accordance with any Applicable Laws (including guidelines, codes or other information, whether having the force of law or otherwise). To the extent that any provision of this T&C is inconsistent with the requirements of any Applicable Laws or other information applicable to us, including that published by any Regulatory Body (including without limitation the MAS), the requirements of the relevant Applicable Laws shall prevail over this T&C.
- 4.2 Without prejudice to the foregoing, no breach or contravention of any Applicable Laws by us shall discharge or release you from any of your obligations under this T&C to us unless prohibited under Applicable Laws.
- 4.3 The availability of any Services or any terms and conditions applicable thereto (including pursuant to this T&C) may be varied by us without notice to you for compliance (voluntary or otherwise) with Applicable Laws. We reserve the right to suspend or terminate this T&C in accordance with paragraph 17 of the General Terms in this T&C.
- 4.4 You understand that your tax affairs are your own responsibility. We do not provide any tax or legal advice to you and while we may rely on external tax or legal advice, we accept no responsibility for such advice, to the extent permitted by Applicable Laws. We do not accept any responsibility in respect of any taxation or legal consequences you may incur in relation to the use of the Platform, Services, Transactions or otherwise in connection with the T&C.
- 4.5 You confirm that you have not committed or been convicted of offences under any applicable tax law or regulation of: (a) a jurisdiction to which you are subject, (b) Singapore or (c) in the jurisdiction in which we are providing Services to you.
- 4.6 To the extent you or any of your Assets are subject to any foreign exchange regulations in any jurisdiction, you hereby represent and warrant to us that all Assets deposited or to be deposited pursuant to your Investment Portfolio(s) and as reflected or to be reflected in your Account have been at all times legitimately acquired, are not the benefits or proceeds or any criminal conduct and held by you offshore or otherwise in accordance with the relevant



foreign exchange regulations (including, without limitation, any requirements relating to repatriation or outward remittances).

5. Anti-money laundering and customer verification

- 5.1 As you should be aware, governments have enacted legislation designed to prevent the use of the financial system for the purposes of shielding proceeds of crime, including money laundering, terrorism and proliferation financing. Generally, under these anti-money laundering, countering the financing of terrorism and prevention of proliferation financing laws and regulations, we are required to identify, verify and record information for individuals and entities prior to the opening of an account. You acknowledge that we are obliged to carry out “Know Your Client” procedures in accordance with our policies and Applicable Laws. We may also require detailed verification of your identity, the identity of your authorised signatories, connected parties and beneficial owners (if any), the source of funds and source of wealth, the tax risk status, and such other information as we may require to comply with anti-money laundering, countering the financing of terrorism, prevention of proliferation financing, sanctions, anti-corruption, anti-bribery, anti-terrorism and anti-tax evasion rules under Applicable Laws.
- 5.2 Accordingly, before we can open an Account for you, provide you with our Services or enter into any Transaction for your Account, you must submit to us (through our website or such other method as we may notify you) all the documents, evidence, and information as we may require to carry out such “Know Your Client” procedures. You undertake to inform us promptly of any change in the information provided.
- 5.3 In addition, you agree to provide any information or documents requested by us in relation to any Account, Transaction and Services, including, where desirable or where required for the purposes of complying with any Applicable Law (including pursuant to any order, direction, or request by any applicable court, government or regulatory authority). We may, from time to time, in our discretion, also ask for additional and up-to-date documentation or information about you, including information as to your source of funds. This includes but is not limited to any applicable anti-money laundering requirements, or any applicable tax disclosure or reporting obligations. If all required documentation or information is not provided, or if we are unable to complete our customer due diligence or ongoing monitoring, we may decline to open your Account, refuse or delay any Transaction, deposit, withdrawal or payment, restrict the Services or terminate the relationship, in each case to the extent permitted by Applicable Laws.
- 5.4 Specifically, and without prejudice to the generality of our rights under paragraph 5.3 of the General Terms in this T&C, we may (where applicable)



share the information you provide to us with any Regulatory Body (including without limitation, IRAS) as may be applicable for the purposes of complying with our obligations under applicable tax disclosure or reporting obligations. Without prejudice to any other representation and/or warranty you have provided, you confirm that you have examined the information and documents you have provided to us and such information and documents are true, correct and complete.

6. Authorisation/Power of attorney

6.1 You authorise us to be your attorney (with full rights of substitution) with full authority to be your true and lawful attorney and to in your name do on your behalf all things you could have done for the purposes of:

6.1.1 carrying out any Transactions for your Account, Services or any of your Instructions;

6.1.2 directing any third party, including Intermediaries and Affiliates, to hold, transfer, dispose of or otherwise deal with Investments on your behalf, which shall include, among other things, the execution of investment agreements, subscription agreements and such other agreements, or to perform such other acts to effect such holding, transfer, disposal or dealing with Investments;

6.1.3 discharging any of our obligations to you under this T&C;

6.1.4 generally doing all such other acts and things and taking all such other steps and exercising such discretion, rights and powers as we may in our opinion consider expedient or desirable for the purpose of or in connection with our provision of Services to you, or preserving our rights under this T&C;

6.1.5 in relation to your Investments, complying with any Applicable Laws, as well as to correct any error or omission; and/or

6.1.6 effecting any corporate actions relating to any of your Investments, including but not limited to, attending general or other meetings of shareholders or exercising voting rights attached to the units in the collective investment schemes.

6.2 You undertake and hereby do ratify and confirm, all that we may do pursuant to this power of attorney.

6.3 You authorise Arki to:



- 6.3.1 recommend Investments to you or otherwise manage your Account and Assets in accordance with the Investment Portfolio and you authorise us to effect the deposit or withdrawal of monies, as your agent and at your sole risk and account, for the Investments;
 - 6.3.2 execute, approve and effect Transactions or other investment trades on your behalf in connection with the Investment Portfolio and to take any other such actions as may be required in order to do so, including closing out and unwinding Transactions, facilitating payments, dealing with your Assets, liquidating the Investment Portfolio (or part thereof) and taking all routine or day-to-day decisions and otherwise act as we may consider appropriate in our discretion; and
 - 6.3.3 determine how Transactions are to be carried out including investment timing and duration, or decide to use or refrain from using measures to hedge against price, currency or interest risks, choose investment instruments which appear appropriate for hedging and use any other measures to optimise returns on existing Investments as we may in our absolute discretion deem fit, provided always that the Transactions, arrangements and actions taken on your behalf are within the relevant Investment Portfolio.
- 6.4 You agree that Arki may, at any time, in its sole discretion, debit your Account by any amount or reverse any Transaction made (i) in respect of any wrongful or erroneous credit/transaction; (ii) where Arki deems it necessary or appropriate to comply with Applicable Laws; or (iii) in any other circumstances which is reasonable for us to do so.
- 6.5 We may, but shall be under no obligation to, pool together or aggregate Transactions executed on behalf of our other Customers with Transactions to be executed on your behalf. In such an event, allocation of Investments sold or purchased, as well as the expenses incurred in the Transaction, will be made by us in the manner we consider to be the most equitable and consistent with our obligations to all Customers and shall be in accordance with our rights and obligations under this T&C. Therefore, the precise proportion of your Assets allocated to each type of Investment may vary slightly from any illustration or representations of the Investment Portfolio.

7. Use of Services

7.1 General

- 7.1.1 After opening an Account with us, you shall be entitled to enjoy the Services through our Platform which we may provide, subject to any



addition, modification, suspension or termination of such Services in accordance with this T&C.

- 7.1.2 We may monitor all your use of Services so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us.
 - 7.1.3 You agree to use our Services only for lawful purposes, in accordance with the terms of this T&C.
 - 7.1.4 We may at our absolute discretion provide alternative means by which you may enjoy the Services outside the Platform, which will be subject to such other terms and conditions as we may notify you.
 - 7.1.5 Notwithstanding anything to the contrary in any agreement or document concerning your Account with us, we are not obliged to effect any particular Transaction, or to accept any order or act in accordance with any Instructions (including, but not limited to, in respect of fund transfers), nor need we give any reasons for declining to do so. If we decline an order or to process any Transaction or to act in accordance with any of your Instructions, we will not be liable for any Loss incurred by you unless this is as a result of our gross negligence, bad faith, wilful default or fraud.
 - 7.1.6 To the extent permitted by Applicable Laws, we and our Affiliates are not liable for any Loss incurred by you or any third party, including loss of your data, Investment losses or lost profits, arising out of your usage or inability to use our Services and the Platform unless caused by our wilful misconduct.
 - 7.1.7 You shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this T&C and the Transactions hereunder and you shall use your best endeavours to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this T&C and the Transactions hereunder.
- 7.2 Capital injection and withdrawal
- 7.2.1 You may give Instructions to transfer monies to be reflected as investment capital in your Account at any time. Arki will facilitate the



Transactions promptly upon receipt of funds credited into your Account, and in any case no later than 10 Business Days, subjected to prevailing market settlement timelines and any applicable cut-off times.

- 7.2.2 You may give Instructions to withdraw funds or cash balance as reflected in your Account at any time. Arki will facilitate the withdrawal of your cash balance and/or liquidation of your Assets in the Investment Portfolio, in full or in part, whichever is applicable, as soon as practicable for any withdrawal request made as may be notified to you from time to time. For the avoidance of doubt, such withdrawal will be subject to the deduction of any outstanding Fees as described in paragraph 7.3 of the General Terms in this T&C.

7.3 Fees, commissions and other charges

- 7.3.1 The fee payable by you to us for the Services is specified in the Fee Schedule ("**Fees**"), which is available on our website at <https://arkifinance.com> and may be amended from time to time or as otherwise informed to you from time to time. Such Fees may also include, without limitation, fees for the Custodian's provision of custody services, commissions, service charges, processing or administrative fees levied by banks or other service providers or incurred in the course of our provision of Services to you and as may be notified to you from time to time, foreign currency transaction fees as well as any goods and services tax ("**GST**") or other applicable sales tax, other taxes, governmental impositions, duties and levies whatsoever, whether imposed in Singapore or elsewhere ("**Tax**"). We reserve the right to also separately levy or impose such Tax separately on the Fees payable by you.
- 7.3.2 You acknowledge and agree that such Fees are solely determined by Arki and are subject to change at any time. You agree to be bound by any revision to such Fees as specified in the Fee Schedule as may be amended from time to time or as otherwise informed to you from time to time and your giving of any Instruction with respect to any Transaction and/or continued use of the Platform or Services after such revision shall constitute your acknowledgement, agreement and acceptance of such revision at the time immediately prior to the time of such Instruction or Transaction.
- 7.3.3 We may deduct your Account with the full amount of any Fees and/or Taxes payable by you, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Account or



otherwise. In the event of insufficient cash balance in your Account, we may liquidate your positions in your Investment Portfolio, collect any uninvested cash as reflected in your Account, or transfer Assets in your Investment Portfolio to ourselves to satisfy any shortfall. In some cases, where we are unable to liquidate the precise number of units in your Investment Portfolio in order to set off our Fees and/or Taxes payable by you, you agree that we may redeem or subscribe slightly more or less units to make such payment, and in such event paragraph 8.11.4 may apply.

7.3.4 The Fees payable to us under this T&C shall be paid free and clear of and (except to the extent required by law) without any deduction or withholding for or on account of any Taxes imposed, levied, collected, withheld or assessed by or within any country/region. If you must at any time deduct or withhold any Tax on any of the Fees which we are entitled to be paid under this T&C, you shall pay to us and/or we shall receive and retain a net sum equal to what we would have received and retained as Fees under this T&C had such Tax not been payable.

7.3.5 You shall be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to us. If we are required by Applicable Laws to collect and make payment in respect of such tax, you will indemnify us against such payments.

7.4 Introduction or referrals

7.4.1 You may have been introduced to us by a third party. We may share our Fees with or provide such other benefit as we may deem appropriate to such third party or any other third party in relation to such introduction. For the avoidance of doubt, we do not accept responsibility for any conduct, action, representation or statement of such third party.

7.4.2 If you have been introduced or referred to Arki by a third party, you accept that:

7.4.2.1 the third party shall not in any way be regarded as an agent or representative of Arki and that Arki accepts you as a Customer of Arki only on the basis that Arki does not accept and will accept no responsibility for any conduct, action, representation or statement of the third party;



- 7.4.2.2 the third party may be receiving remuneration or an introducing fee from Arki. Arki may share its fees, commissions and/or charges with the third party and any other third party or otherwise reward such third party for such introduction in relation to you;
- 7.4.2.3 the third party is not permitted to provide you with any Advisory Service on our behalf;
- 7.4.2.4 the third party is not permitted to receive or deal with any money or property from you in relation to this introducing activity;
- 7.4.2.5 the third party is not permitted to use any trade names, trademarks, intellectual properties in relation to Arki or distribute any advertising, promotional or marketing materials in relation to Arki; and
- 7.4.2.6 the third party is not authorised to make any representation that the third party is a representative or agent or enters into or concludes any Transaction or contracts on behalf of Arki.

7.4.3 You acknowledge and agree that in respect of remuneration that is offered to Arki, including commission (i.e. trailer commission, soft commission, etc), fees (e.g. trailer fee rebates) and other benefits (“**Remuneration**”), in respect of the Services provided to you pursuant to such introductions or referrals, or where agreed between Arki and you, to your agent, service provider or asset manager, from time to time, Arki may choose to apply such Remuneration to its own benefit or pay such Remuneration to your agent, service provider or asset manager and has no obligation to account to you for all or any part of such Remuneration.

7.5 Accounts

7.5.1 Where you open an Account with us as an individual, your executor or administrator shall be the only person recognised by us in the event of your death. Where you open an Account with us jointly with any other person(s), in the event of your death, the surviving Account holder obtains on the face of it, title to the Account and may give Instructions in respect of the Account; but, if we choose to, we may take such steps we deem appropriate including paying the credit balance in the Account into a court of competent jurisdiction; and the obligations of

the surviving Account holder and our rights (including any lien or right of set-off) are not affected. Any payment we make to the surviving Account holder or to a court of competent jurisdiction will discharge our obligations to all the Account holders and their personal representatives and successors. Upon your death, we are entitled to retain any of your Assets held for, and any monies payable to you in respect of your Investment Portfolio as reflected in any Account until such time that a grant of probate or letters of administration are produced by your successor (in the case of an individual Account only). Upon receiving notice of your death, we may also, in our absolute discretion, take such actions as we in good faith consider necessary or desirable to protect your interests, and those of your estate, as the case may be, in the Assets for the Account. In taking such actions we will not be acting as a fiduciary for you or your estate. In addition, we may, if any Account holder dies, suspend or close the Account without notice. You and your estate and/or any joint Account holder agree to indemnify us and hold us harmless from, and pay us promptly on demand, any and all Loss(es), costs, expenses, damages and liabilities whatsoever (including consequential and special damage) arising directly or indirectly in relation to any such actions taken by us in good faith.

7.5.2 Where an Account is held by two or more people jointly, or two or more organisations or business names, this T&C and all obligations under this T&C will bind all persons jointly and severally, and all Account holders will be jointly and severally responsible under this T&C.

7.5.3 Where an Account is held by two or more people jointly, we may appropriate, set-off or debit all or part of the balances in any of your Accounts, to pay and discharge all or part of any liabilities (whether actual or contingent) owed to us by one or more of the joint Account holders, and where required, earmark any amounts credited or expected to be credited into or reflected in your Account(s).

7.5.4 If an Account is in two or more joint names or if any one of you have two or more authorised signatories:

7.5.4.1 any statement, notice, document or communication sent or made available to any one of you in accordance with this T&C shall be considered to have been sent to all of you;

7.5.4.2 we may act on Instructions from any Account holder or authorised signatory without further authorisation or

notification to the other Account holder(s) or authorised signatories; without prejudicing or affecting our rights, powers or remedies against any other joint Account holder;

7.5.4.3 each joint Account holder shall be able to operate the Account independently without obtaining consent from the other Account holder(s) to operate such Account; and

7.5.4.4 we will have discharged our liability to all joint Account holders if we fulfil our obligations to any one or more of them regardless of any signing mandate.

7.5.5 If you open an Account in your name “in trust” or “as nominee” or in some other similar role or designation, we will not recognise any person (other than you as the Account holder) as having any interest in your Account. You undertake to operate such Account(s) solely for the benefit of such beneficiary(ies). We will accept Instructions relating to your Account from you or your authorised signatories only. You shall indemnify us against any Loss in respect of the operation of the Account(s).

7.5.6 In the event that you have not accessed your Account through the Platform and there has been no activity in your Account (such as a transfer of funds) for a period of 2 years, the Account will be deemed dormant. For the avoidance of doubt, during such period, we will continue to apply and set off any applicable administrative costs, Fees and/or Taxes payable by you against the dormant Account. If we determine in good faith that we are still unable to trace you thereafter, you agree that the Account will be terminated. We may therefore facilitate the utilisation or transfer of all Assets then standing to the credit of any Account or otherwise held by us or our Affiliate (as the case may be) together with any property as may from time to time continue to accrue to those monies and property (whether by way of dividends, interest or otherwise) in any manner we so wish. Thereafter you shall have no right whatsoever to claim such monies and property (or any other property as may accrue to it) and you are deemed to have waived and abandoned all your rights to such Assets (and any other property as may accrue to it) in our/the Custodian’s favour.

7.5.7 From time to time, we may receive fund/trailer fee rebates, retrocession fees and/or cash dividends from the relevant fund managers. Where you have invested your CPF or Supplementary



Retirement Scheme (SRS) savings and unless otherwise stated, we will attempt to credit such rebates/fees/dividends to your CPF Investment Account or SRS account which is linked to your Arki Account. Where we are unable to do so because the details of your linked CPF Investment Account or SRS account are incorrect or the account has been closed, we will make reasonable efforts to contact you for updated account details. If, despite our reasonable efforts to contact you, you fail to provide us with valid account details for the rebates/fees/dividends to be transferred to you within six (6) months from our first communication to you on the rebates/fees/dividends, such rebate/fees/dividends may forthwith be appropriated by us to ourselves to utilise in any manner we so wish for our own benefit. You thereafter shall have no right whatsoever to claim such monies, you being deemed to have waived and abandoned all your rights to such monies (and any other property as may accrue to it) in our favour, and we may, at our discretion, after setting off any applicable administrative costs, use such rebates/fees/dividends, including donating them to a charity of our choice.

7.6 Statement and documents

7.6.1 Any statements and any other documents relating to your Account with us will be sent to you through a URL link to the Platform (or such other method we may designate in writing) which will be provided to you monthly via any method that we may designate or via electronic means to the electronic mail address indicated by you at account opening or edited subsequently through the “Change of Email procedure” available on the Platform. You agree and acknowledge that such documents will be made available for viewing on the Platform, and therefore, you may download, save or print the documents for your subsequent reference. Such communications will be considered to be sent and received by you on the day following such mailing or on the day when it was so left even if the same is returned undelivered. You are considered to have notice on the date of delivery, publication, broadcast or communication. If any communication is returned undelivered, we will not send you any further communication until you update your electronic mail address. We do not guarantee the delivery or timeliness of such communication (electronic or otherwise) which may be subject to certain time lags and/or delays. You acknowledge that we shall not be liable to you or anyone else for Losses, damages or expenses arising from any non-delivery, delayed delivery or wrong delivery of a communication (electronic or otherwise). You shall bear all risks of communications made by you to Arki and by Arki to you. You shall not hold us liable in the event that any communication is delayed,



intercepted, lost and/or failed to reach you during delivery, transmission or dispatch or if the content of such communication is disclosed to any third party during transit except where such delay, interception, loss and/or failure to reach you or disclosure to any third party was due solely to our gross negligence or wilful default.

- 7.6.2 You agree to verify the correctness of all details contained in each Account statement, or any statement or document sent to you and inform us by email to cx@arkifinance.com within 14 days from the date of such document of any discrepancies, omissions, or errors. We will attempt to resolve such discrepancies in a timely manner for so long as such discrepancies remain outstanding, using, without limitation, any updated data produced during the period in which such discrepancy remains outstanding. Upon the expiry of this period, the details in such documents shall be conclusive evidence against you (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, that such details are correct, but subject always to our right to amend or delete from time to time, any details wrongly inserted by us as set out in paragraph 7.6.3 of the General Terms in this T&C below. Except as provided in this paragraph, and provided that we are not fraudulent or in wilful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.
- 7.6.3 We have the right, upon giving reasonable notice to you, to reverse any entry, demand refund, and/or debit the Account in respect of any overpayment or wrongful credit reflected in the Account.
- 7.6.4 Without prejudice to any of the foregoing we may at any time without prior notice to you rectify any clerical errors that may have been made.
- 7.6.5 For the avoidance of doubt, any document, advice, statement of account, contract note confirmation or other notification relating to a specific Transaction through any Intermediary or your Assets held with any Intermediary shall be sent to you directly by the Intermediary. Any discrepancies relating to such documents should be notified to the relevant Intermediary directly.

7.7 Electronic records

- 7.7.1 Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any Transactions on your Accounts, the Accounts and/or any Services provided to you is conclusive evidence of such matters and is binding



against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.

7.7.2 You accept that the electronic records can be used as evidence in any court or legal proceedings or any investigation or enquiry as proof of their contents and you shall not dispute the validity, admissibility, accuracy or authenticity of the contents of any electronic record or information in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data produced by or obtained in connection with any Transactions on your Accounts, the Accounts and/or any Services provided to you.

7.7.3 You acknowledge and agree that we shall be entitled to destroy or dispose of all registers, statements and other records and documents relating to the Account, Services or Transactions at any time after the expiration of any period of retention required by Applicable Law. We shall not be liable in any way for such destruction or disposal. Any records we stored of you, Transactions on your Accounts and/or Services provided to you are conclusive and cannot be challenged by you.

7.8 Instructions

7.8.1 Where signing authorisations have been made and submitted to us, Instructions must be given in accordance with such signing authorisations (which shall remain valid until we receive your written revocation in such form as we may determine in our absolute discretion).

7.8.2 You acknowledge that you are aware of and have considered fully the risks inherent in the giving of Instructions via the Platform, email or by any other means (as the case may be) and are prepared to accept all risks associated with their use.

7.8.3 Notwithstanding anything to the contrary in any agreement or document concerning your Account with us, any Instructions and/or amendments in connection with any signing authorisations from you to us shall only be effective from the date on which our internal procedures and processes for updating such signing authorisations



have completed [or as notified to you], even if you have submitted and we have received such Instructions and/or amendments.

- 7.8.4 Notwithstanding any term to the contrary whether under this T&C or otherwise, we may but shall not be obliged to act on any Instruction that is given or purportedly given by you, or given or purportedly given by your authorised signatories, whether given via the Platform, email or by any other means. We shall not be obliged to give any notice and/or reason for not acting on any Instruction.
- 7.8.5 We have no obligation to verify the authenticity and validity of any Instructions whether given via the Platform, email or by any other means. We are authorised to treat as effective and binding and to effect any Instructions (however given) regardless of the circumstances prevailing at the time of the Instructions.
- 7.8.6 We may, but are not obliged to, require that any Instructions be confirmed by you in a manner of our choosing and may refuse to act on any such Instructions until we receive such confirmation. Notwithstanding the foregoing, we may act upon any Instructions before receipt of any confirmation and no discrepancy between an executed Transaction and the confirmation may be held against us.
- 7.8.7 We may rely on any document (without enquiring) which appears to us to be in order. We are not responsible for the genuineness, validity, effectiveness, condition, or otherwise of such document.
- 7.8.8 Where we act on your Instructions, we act on a reasonable effort basis and in accordance with and subject to Applicable Laws. To the extent permissible by Applicable Laws, you agree that we will not be liable to you for any Loss(es) arising out of or in connection with our acts of omission or commission while acting in a reasonable manner in executing your Instructions, any delay in executing Instructions, or any failure, refusal, or inability to act on or complete the execution of any Instructions for whatever reason (including any failure or error of any computer or electronic system or equipment).
- 7.8.9 View-Only Access. In respect of access to your Account for view-only purposes via additional or secondary log-in details authorised by you where such option has been made available (**“Secondary Log-In Details”**), you agree:
 - 7.8.9.1 that information pertaining to and accessible through your Account may be disclosed to such party(ies)



authorised to access the Account via the Secondary Log-In Details (“**Access Party**”);

- 7.8.9.2 to indemnify and hold harmless Arki on demand against and in respect of any or all expenses, costs (including legal costs), Losses and/or damages which Arki may incur in connection with (a) its accepting or giving effect to any Instructions or other communication received by it from an Access Party, through the Platform with the Secondary Log-In Details; and/or (b) an Access Party’s access to the Account via the Secondary Log-In Details; and
- 7.8.9.3 that Arki shall not have any liability to you in respect of an Access Party’s access to the Account via the Secondary Log-In Details.

7.9 Email Instructions

- 7.9.1 Any email which seems to us to be sent by you or your authorised representative(s) shall be conclusively presumed for our benefit to be from you or your authorised representative(s) and you or your authorised representative(s) shall be fully responsible for the same. Our determination of whether an email appears to be sent by you or your authorised representative(s), whether and/or when an email was received by us shall be conclusive and binding on you. You agree and acknowledge that no email sent by you or your representative(s) shall be deemed to be received by us unless confirmed or acknowledged by us.
- 7.9.2 If we receive an email which seems to us to be sent by you or your authorised representative(s), we may respond to you by sending our written replies directly to the email address from which we received that email.
- 7.9.3 Where you or your authorised representative(s) send us email Instructions in relation to your Account and/or your Investments, you authorise us to execute and/or rely on such email Instructions notwithstanding that the source of the email Instructions, the attachment(s) and/or the signatures appearing in such attachments cannot be authenticated or checked by us. You acknowledge that you are aware of the risks inherent in the giving of email Instructions and have fully considered such risks. In particular, electronic signatures in attachments sent in email Instructions and/or email Instructions



without attachment setting out your Instructions and bearing your signature may be forged.

7.9.4 As email is not always reliable and secure, you acknowledge and are aware that email Instructions may be transmitted to the wrong email address, may never reach us and may thereby become known to third parties, thereby losing their confidential nature. For example, although at your end, you may have sent an Instruction via email, nonetheless, due to a fault in the system, we may not be able to receive the Instruction, or the Instruction may reach us much later. It is also possible that a third party may impersonate you or your authorised representative(s) in transmitting the email Instruction to us. In consideration of our agreeing to accept and act on your email Instructions, you agree and confirm that you shall indemnify and hold us harmless so that we shall not be liable in any way whatsoever if we fail to act upon your email Instruction, fail to act in a timely manner or rely on and act on any email Instruction which turns out to be unauthorised or improper (but which we believe in good faith to have been authorised by you or to be proper), or which may arise from errors in transmission or errors by us regarding your identity, the identity of your authorised representative(s) or the nature or amount of the relevant Transaction, or email Instruction which is not understandable, misrouted, delayed, lost, hacked or not received in full.

7.9.5 In consideration of our agreeing to accept and act on your email Instructions, you further agree and confirm that you shall indemnify us and hold us harmless so that we shall not be liable to you or any third party for Loss(es), liability or damage, whether arising in contract or tort or otherwise howsoever arising out of or in connection with any such email Instructions.

7.9.6 Without prejudice to the generality of paragraph 7.8.8 above, we may at our sole and absolute discretion, refuse to act on any Transaction orders, revocation of orders, fund transfer Instructions and/or any time-sensitive, action-oriented messages sent via email without any liability to you.

7.10 Recurring investments

7.10.1 You may make recurring investments of a specified lump sum amount of funds (“**Recurring Investment Amount**”) on a periodic basis as elected by you in respect of an Investment Portfolio via the Platform (each such transaction, a “**Recurring Investment Transaction**”), in



accordance with such Instructions as may be prescribed by us from time to time on the Platform.

7.10.2 The Recurring Investment Amount is subject to such minimum or maximum amount as may be prescribed by us from time to time and may differ across different Investment Portfolios.

7.10.3 You agree and acknowledge that by making a Recurring Investment Transaction, you are instructing and authorising us to debit the relevant Recurring Investment Amount from your Account for the purposes of such Recurring Investment Transaction on a periodic basis (on such day as you have chosen) and transfer or procure the transfer of the Recurring Investment Amount into the relevant Investment Portfolio.

7.10.4 For the avoidance of doubt, you acknowledge and agree that the representations and warranties under paragraphs 3 and 7 shall be repeated at the time of each Recurring Investment Transaction. Where you enter into recurring investments, you should be aware that you will be exposed to additional risk as your Investment Portfolios may be more concentrated over time. You acknowledge and understand the risks of this investment strategy.

7.10.5 You acknowledge and agree that we shall be entitled, at our sole and absolute discretion, to reject or refuse to accept or process or to cancel any Recurring Investment Transaction, including if there is an insufficient cash balance or funds in your Account, and shall not be required to give any reason for the same.

7.11 Trust Accounts

7.11.1 The following provisions apply where you are acting in the capacity of a trustee of a trust (“**Trust**”).

7.11.2 We are entitled to deal with you as if there were no Trust constituted or subsisting. Notwithstanding this, you agree that we may treat you as trustee of a Trust and to treat the Account as a Trust Account to be governed by this T&C even if you have not opened the Account on that basis (the “**Trust Account**”).

7.11.3 You are required to provide us with such information and documents on the Trust or beneficiaries of the Trust as may be required by us or under Applicable Laws. If you cannot disclose such information due to its confidential nature, you must provide us with undertakings in form



and substance satisfactory to us and in relation to such matters as we may require from time to time.

7.11.4 We have no obligation to review the trust deed or other document constituting or evidencing the Trust (“**the Trust Documents**”) and we shall be deemed not to have knowledge, whether actual or constructive or otherwise, of the provisions of the Trust Documents. Notwithstanding the foregoing, you shall give us written notice of all changes to the Trust Documents, and upon our request, promptly provide us with a certified copy of the most updated Trust Documents.

7.11.5 You represent and warrant to us (with such representations and warranties being deemed repeated on a continuous basis for so long as you have an Account with us) that:

7.11.5.1 the Trust is validly constituted in accordance with all Applicable Laws; and

7.11.5.2 you are the sole trustee(s) of the Trust and no new trustee(s) have been appointed, and no steps have been taken for you to resign or be replaced as the trustee;

7.11.5.3 you have the requisite power and authority to give Instructions in relation to the operation of the Account and to deal with the Assets in the Account, and such power and authority is unconditional and has not been revoked;

7.11.5.4 there are no restrictions on your right to be indemnified from the assets of the Trust, other than in the express written terms of the Trust Documents or at law. Nothing has occurred to affect that right or our right to be subrogated to that right of indemnity and you are not in default of any provision of the Trust Documents or any duties to the Trust or its beneficiaries; and

7.11.5.5 no steps or proceedings have been taken for the winding up or termination of the Trust.

7.11.6 You shall give us written notice if any of the representations given in this paragraph 7.11 is or becomes untrue due to change of circumstances or otherwise. If required by us, you will provide us with a legal opinion (in form and substance acceptable to us) to confirm the



representations and any other issues or points on which we require confirmation.

7.11.7 Any indemnity given by you or any of your liabilities or other obligations under this T&C shall be on the basis that we have full recourse to all the assets of the Trust as well as any and all amounts standing to the credit of the Trust Account(s).

7.11.8 You will be personally liable in respect of any liabilities for which you have no right to be indemnified from the assets of the Trust or where we have no right to be subrogated to such right of indemnity, or in respect of any breach by you of any of the terms of this T&C or any other contract between us.

8. Brokerage and custody arrangement

8.1 You acknowledge and agree that all Transactions executed in respect of your Investment Portfolio may be effected through brokers or agents appointed by us from time to time (each a "**Broker**").

8.2 Subject to Applicable Laws, custody of the Investments or Assets (including monies) will be carried out by an appropriately licensed, registered or authorised Custodian (as defined below). Where the Investments or Assets are denominated in a foreign currency, the Investments or Assets may be held and maintained with a custodian outside Singapore which is licensed, registered or authorised to act as a custodian in the country or territory where the Investments or Assets are held (the "**Custodian**"). Where your Investments or Assets are deposited with a Custodian outside your home jurisdiction, you should be aware that you may be exposed to additional risk as the Applicable Laws of the foreign jurisdictions may be very different from that of your home jurisdiction. This means that your Investments or Assets do not enjoy the same protection as those held in custody accounts in your home jurisdiction. A possible consequence of this is that in the event of a legal dispute in that market, the courts in that market may not recognise your Assets as belonging to you and you may not be able to recover them.

8.3 Arki takes reasonable care in the selection and ongoing monitoring of Brokers and Custodians, ensuring that they are duly licensed and regulated. All Investments and Assets will be held by the Custodian in segregated accounts, separate from Arki's own assets, and maintained in accordance with all Applicable Laws, including the Securities and Futures (Licensing and Conduct of Business) Regulations.

8.4 While Arki may facilitate the account opening process and communicate instructions to Custodians on your behalf, you retain a direct legal relationship



with each Custodian, unless otherwise agreed. Arki shall not be liable for any act, omission, default, insolvency, or negligence of any Custodian, except to the extent arising from Arki's gross negligence, fraud, or wilful misconduct.

8.5 You agree that:

8.5.1 You will create and maintain a separate account in the same name with the Custodian. You hereby appoint and instruct the Custodian to hold Investments or Assets for and on your behalf. Without prejudice to the generality of any other provisions, you authorise us to provide instructions to the Custodian in relation to the handling of your Investments or Assets, including in relation to redemption, disposing and/or selling such Investments or Assets and you agree to execute any documents as may be required in order to facilitate any such actions in relation to your interest in the Investments or Assets;

8.5.2 For Investments or Assets that you transfer to the Custodian for custody, you represent and warrant that they belong to you; are authentic, valid and correct in every respect. You agree to fully indemnify us against any Losses that we may suffer due to or arising out of the foregoing representations and warranties being untrue or incorrect in any respect. The Custodian may, in its absolute discretion, refuse to accept any Investments or Assets for custody; and

8.5.3 We are under no obligation to:

8.5.3.1 supervise or monitor any of your Investments or Transactions involving your Assets;

8.5.3.2 advise or recommend for any Transaction in relation to the sale, purchase or disposal of your Investments or Assets unless we agree to;

8.5.3.3 assist you in claiming any tax benefit(s) or claims for a reduced withholding rate to which you may be entitled to in connection to your Asset (whether under a tax treaty or any other Applicable Laws); or

8.5.3.4 assist you to seek reimbursement from any third parties of any amounts due to any withholding that had been applied at higher rate than that which you are entitled to or which you view to be the applicable rate.



8.6 In order for the Custodian to provide you with custody services, you authorise us, where possible or applicable, to:

- 8.6.1 provide instructions to the Custodian in relation to the handling of your Investments or Assets, including in relation to redemption, disposing and/or selling such Investments or Assets and you agree to execute any documents as may be required in order to facilitate any such actions in relation to your interest in the Investments or Assets;
- 8.6.2 execute the relevant application/subscription form(s) or other documents as may be required, on your behalf;
- 8.6.3 instruct the Custodian to purchase, hold, dispose of or otherwise deal with your Investments or Assets in accordance with this T&C;
- 8.6.4 instruct the Custodian to withdraw and transfer Investments or Assets (or entitlements to them) to securities depositaries, clearing or settlement systems, account controllers or other participants in the relevant systems as selected by us for any purposes;
- 8.6.5 instruct the Custodian to register your Investments or Assets and keep such Investments or Assets in locations as we shall think fit;
- 8.6.6 request payment of, collect and receive interest, dividends, payments or other entitlements in respect of any Investments or Assets;
- 8.6.7 instruct the Custodian to convert any monies payable in respect of your Investments or Assets at the prevailing exchange rate if they are made in a currency different from your Account;
- 8.6.8 instruct the Custodian to choose to receive a distribution in cash or in kind, unless you have instructed us in writing of your preferred distribution type;
- 8.6.9 debit/credit your Account with the amount of the total amount payable with respect to any Transaction, proceeds resulting from such Transaction, and such applicable fees, charges, or costs;
- 8.6.10 where applicable, instruct the Custodian to exchange any Investment or Asset in a temporary form or other Investment or Asset in definitive form and deliver physical scrip form of such Investment or Asset to any depository set up for the purpose of and/or operating scripless trading and to complete and deliver any required document;



- 8.6.11 surrender your Investments or Assets against receipt of monies payable at maturity or upon redemption at your request to us in writing;
 - 8.6.12 execute any necessary forms, declaration or certificate of ownership under any Applicable Laws; and
 - 8.6.13 take any other action we think appropriate.
- 8.7 In relation to custody services provided by the Custodian:
 - 8.7.1 we will keep records to ensure that your Investments or Assets are held on your behalf and do not belong to us. We will furnish you with periodic statements in respect of your Investments or Assets and notify you of any Transaction involving your Investments or Assets as soon as practicable after each Transaction; and
 - 8.7.2 we will not be liable for any Losses arising from any failure to forward a notice or communication correctly or promptly to you, unless there was gross negligence, fraud or wilful default on our part.
- 8.8 In addition to the Broker and Custodian, we may, if so required, rely on other third party intermediaries, such as agents, nominees, independent investment research houses, exchanges, sub-custodians, depositaries, clearing houses or other services providers (such parties (which includes Brokers and Custodians as well) shall be collectively referred to as “**Intermediaries**” and each such party shall be referred to as an “**Intermediary**”) in connection with our provision of the Services to you. Notwithstanding any other provision to this T&C, you hereby acknowledge and agree that provided that we have selected or engaged such Intermediar(ies) in good faith, we shall not be liable to you for any and all Losses suffered or incurred by you as a result of any act, omission, default, insolvency, error or negligence of such Intermediar(ies). In the event a nominee is being used, you are deemed to have contracted as principal with such nominee. You acknowledge that where your Investments are held with different Intermediaries and/or appointees of our Intermediaries, the manner in which your Investments may be held in different entities may be different.
- 8.9 You shall, on demand, pay to or reimburse Arki for all expenses (including without limitation, management or supervisory fees, agents’ and other advisers’ fees, disbursements and operating expenses) incurred by Arki or its Intermediaries in connection with the performance by Arki of its obligations hereunder; and the enforcement or preservation by Arki of its rights hereunder, together with any applicable goods and services tax or other relevant tax.



- 8.10 You acknowledge that the Investment Portfolio Assets and any cash balance may be held in SGD and/or USD terms (or such other currencies as Arki may deem appropriate) for cost efficacy.
- 8.11 Without prejudice to any other provision in this T&C, you agree that the Custodian may hold Investments purchased for you in an omnibus account in accordance with Applicable Laws, aggregated with other Investments of other customers, and such Investments may not be held in your name. This is known as commingling. Commingling comes with certain risks which include the following:
- 8.11.1 your Investments may be treated as fungible with other Investments in the omnibus account and therefore, the Custodian is not obliged to deliver any specific Investments to you and may instead return Investments that are of the same class, denomination quantity and nominal amount (and rank equally) with those originally deposited with or transferred to us;
 - 8.11.2 while the Custodian maintains records of your interests in the pooled assets, your right to such assets may not be easily identified from documentation such as separate certificates, other documents of ownership or equivalent electronic records;
 - 8.11.3 if there are any dividends, interests, rights, benefits or other proceeds in relation to your Investments resulting from such commingling, the Custodian may have full discretion as to the allotment of such dividends, interests, rights, benefits or other proceeds;
 - 8.11.4 In some cases, due to the aggregation of Investments, when the Custodian redeems or subscribes for Investments on a consolidated basis, it may be administratively impossible or impracticable to apportion residual sums of money amongst all the relevant customers. To the extent that such sums are of de minimis value, you agree that the Custodian may forfeit such sums which it may use at its discretion (including to top up any residual sums of money required where there are shortfalls due to the consolidated nature of the orders);
 - 8.11.5 if the Custodian defaults or becomes insolvent, you may not receive your full entitlement. Any shortfall in relation to the value of pooled assets may be apportioned to you and other customers. As your Investments may be commingled with those of other customers in the same custody account, you may potentially be exposed to the Losses



of other customers. Delays in identifying individual investments in such situations may result in an increased risk of Loss.

- 8.12 You also acknowledge and consent to the fact that there is a risk that an Intermediary may regard any Investments which we purchase on your behalf, as investments which we purchase for ourselves. This may in some instances result in prejudice to you. For example, there is a risk that your Investments may potentially be used by the Intermediary to satisfy our obligations or obligations of our other Customers. You accept that this is a necessary risk of dealing in such jurisdictions through us.
- 8.13 For the avoidance of doubt, you agree that neither us nor our Intermediaries shall provide any margin facility to you in respect of the Investments.

9. Risk acknowledgement

- 9.1 Any performance information provided by Arki, including simulations or backtested results, is for illustrative purposes only and does not represent actual trading. Past performance, whether simulated or actual, is not necessarily indicative of future results. The value of investments and the income from them may fall as well as rise.
- 9.2 You acknowledge and accept the risks set out in the Risk Disclosure Statement as applicable to you, dependent on the location in which you are located as set out in Schedule 2 which forms part of this T&C. In accepting the Services provided under this T&C, you acknowledge and confirm that you have received a copy of the Risk Disclosure Statement and understand its contents.
- 9.3 Arki may notify you in writing of any changes to the risks set out in the Risk Disclosure Statement. Unless you object to such changes and terminate your Account and/or this T&C within thirty (30) calendar days, you will be deemed to have expressly agreed and accepted such changes and the new Risk Disclosure Statement shall supersede the previous Risk Disclosure Statement to form part of the T&C.

10. Currency conversion/FX spot transactions

- 10.1 We are entitled to in our sole and absolute discretion, or if we agree, you may elect by giving notice to us to, convert any sum received by us (whether for credit into your Account or in payment of any sum due to us) to a currency supported within the Account or the currency in which payment is to be made, as the case may be, at a rate of exchange determined by us at the relevant time.



- 10.2 We may, whether at our discretion or on your Instructions, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Account or standing to your credit to any other currency for holding in the Account or for the purposes of carrying out your Instructions or exercising our rights under this T&C.
- 10.3 There may be a gain or loss during the conversion of currency and you accept that you are subject to exchange rate risks. [In carrying out any conversion under this T&C, we may receive a rebate on the conversion and may also impose fees in respect of such transactions. We and/or our Intermediaries may round any amounts to such number of decimal places as we reasonably determine (with the minimum being 2 decimal places) and the rounded amount credited to your Account shall be deemed the final and definitive settlement. Due to the mathematical effects of rounding, a fractional residual amount of less than the smallest unit of the relevant currency may remain and you agree that it may not be commercially or technically feasible or practical for us or our Intermediaries to credit such amounts to your Account. You further agree to waive, relinquish, and release any right, title, or interest in and to any such residual amounts, and we and/or our Intermediaries may aggregate, allocate, and utilise such amounts in their absolute discretion. Exchange rate losses, negative interest and the costs of conversion (where applicable) shall be borne by you. We will have no responsibility or liability for any diminution in the value of funds due to exchange rate fluctuations, foreign exchange controls, restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes, or other causes beyond our reasonable control.

11. Set-off and lien

- 11.1 For so long as you owe monies or obligations (of any nature and however arising) to us and/or the relevant Intermediaries (including a Custodian), you may not withdraw your Assets from your custody account with the Custodian (as reflected in your Account) without our consent. We and/or the relevant Intermediaries may at any time withhold any Assets pending full settlement of all such monies or obligations owed by you.
- 11.2 All Assets in your custody account with the Custodian (as reflected in your Account) shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us and/or the relevant Intermediaries. We have the power to sell any Assets, close out any positions or liquidate the Investment Portfolio in or towards settlement of your obligations to us.
- 11.3 Where applicable, all documents of title and other documents relating to the Assets shall be deposited or transferred by you to us and/or the relevant



Intermediaries or otherwise placed at our and/or the relevant Intermediaries' order or at our and/or the relevant Intermediaries' disposal or under our and/or the relevant Intermediaries' control.

- 11.4 You warrant and undertake that none of the Assets held in your custody account with the Custodian (as reflected in your Account) are or shall be subject to any lien or charge in favour of any other person.
- 11.5 Without prejudice to any right of set-off or general lien or other rights to which we and/or the relevant Intermediaries may be entitled, we and/or the relevant Intermediaries may set-off from any Assets held in your custody account with the Custodian (as reflected in your Account) (including any of your monies held in a trust account) against and in whole or partial payment of any sum or liability owed by you to us and/or the relevant Intermediaries. You authorise us and/or the relevant Intermediaries to do anything in your name which is necessary for us and/or the relevant Intermediaries to be able to do any of the foregoing.
- 11.6 Our and/or the relevant Intermediaries' rights under this T&C are in addition to any other rights we and/or the relevant Intermediaries have at law or under any other agreement, and shall not prejudice any other rights or security that we and/or the relevant Intermediaries may have.

12. Material interests

- 12.1 Arki and/or our Affiliates provide diversified services to a broad range of customers and counterparties, and circumstances may arise in which Arki, its Affiliates or a person connected with Arki (such a person shall be referred to as a "**Connected Person**") may have a material interest in a Transaction with or for you or where a conflict of interest may arise between your interests and those of other Customers or counterparties of Arki. However, if Arki acts in circumstances where it has a material interest or conflict of interests, Arki will take reasonable steps to ensure that you are treated fairly. Arki, in its discretion, may also decline to act in such circumstances.
- 12.2 Such material interests and conflicts of interest may include Arki effecting or arranging a Transaction with you or on your behalf or for your Account in connection with which Arki and/or its Connected Persons may have other direct or indirect material interests.

13. Confidential information

- 13.1 Our duty. Save as permitted under this T&C or any other agreement with you, we shall treat all information relating to you and your Accounts as confidential.



- 13.2 Non-confidential information. You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:
 - 13.2.1 information that as at the date of its disclosure is in the public domain (other than through a breach of this T&C) or which subsequently enters the public domain;
 - 13.2.2 information that was already in our possession before you provided the information to us;
 - 13.2.3 information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and
 - 13.2.4 any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person.
- 13.3 Exceptions from duty of confidence. You give us permission to disclose information relating to you and your Account as follows:
 - 13.3.1 any of our directors, officers, employees, representatives, agents or delegates;
 - 13.3.2 any of our Affiliates, shareholders or related corporations and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;
 - 13.3.3 our professional advisers, consultants and auditors;
 - 13.3.4 anyone who takes over or may take over all or part of our rights or obligations under this T&C or anyone this T&C (or any part of it) is transferred to or may be transferred to;
 - 13.3.5 any person who we believe in good faith to be your legal advisers or other professionals;
 - 13.3.6 any Regulatory Body in any jurisdiction, in so far as we need to do so to keep to Applicable Laws, or which we in good faith believe that we should keep to;



13.3.7 pursuant to a request by any Regulatory Body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and

13.3.8 to such other persons or under such other circumstances as you agree. Under any of the circumstances in 13.3.1 to 13.3.5, we shall, where reasonably possible, procure that the recipient be subject to the same duty of confidence.

13.4 **Survival.** The permission you give by agreeing to paragraph 13 of the General Terms in this T&C will apply even after this T&C ends or your Account is terminated.

13.5 **Your duties.** Any data, information or message transmitted to you through our System, the Platform or otherwise is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.

13.6 **Confidentiality of Other Information.** You must keep confidential, all information about the Platform, our System and any information, data, materials or documents provided to you.

14. Recording

14.1 You authorise us and any of our Affiliates to record any telephone conversation or any electronic communication conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible in evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.

15. Your data and our privacy policy

15.1 As a customer of Arki, you will need to provide us with your information. Such information may be considered to be personal data or personal information protected under Applicable Laws. By providing us with your personal data or information, you acknowledge and consent to our collection, use, disclosure and/or processing of your personal data/information for the purposes set out below:



- 15.1.1 client onboarding and facilitating your usage of the Platform and your Account;
 - 15.1.2 providing the Services to you, including providing financial advisory services and recommendations, facilitating Transactions, managing the Assets and Investments;
 - 15.1.3 conducting the daily operation of the Accounts, Services, products and/or other services and facilities requested by, provided to or to be provided to you;
 - 15.1.4 providing you with information, materials and/or documents for information updating, marketing, business development, advertising and/or promotional purposes relating to our Services, whether the services currently exist or are created in the future;
 - 15.1.5 administering benefits or entitlements in connection with our relationship with you or arising from your participation in events, campaigns, or marketing promotions;
 - 15.1.6 compliance with, or directly or indirectly facilitating compliance with, legal, regulatory and tax requirements in any jurisdiction, including those relating to client onboarding, compliance procedures, capital injections and/or withdrawals, enforcement of legal rights, disclosure to law enforcement agencies and authorities for crime prevention and detection;
 - 15.1.7 enabling any actual or proposed assignee, transferee, or purchaser of Arki, its holding company or its business to evaluate any proposed transaction;
 - 15.1.8 administration and/or managing of the relationship between you and Arki;
 - 15.1.9 collation, synthesis, processing and management of data and the storing of data relating to any Accounts or Transactions;
 - 15.1.10 market research and/or data analysis purposes to improve or enhance our internal processes; and
 - 15.1.11 any other purposes as reasonably incidental to the above.
- 15.2 You further agree and acknowledge that Arki may share your personal data/information with any joint Account holder(s) and any third parties,



including but not limited to any Broker, Custodian, Affiliates, any government administered provident fund and any other Intermediaries, where required to do so in connection with the permitted purposes in paragraph 15.1 of this T&C. Specifically, you hereby acknowledge that Arki may share your information including, name, unique identification number, address, other client information, transaction information etc. with all such persons for the purpose of due diligence, client onboarding, investment trade execution, custody of your Assets and otherwise in connection with providing the Services under this T&C.

- 15.3 The foregoing provisions in this paragraph 15 supplements and shall be read and construed together with the Privacy Policy.

16. Complaints handling and dispute resolution

- 16.1 Any complaint regarding how we handle your personal data may be referred to our data protection officer who can be contacted at privacy@arkifinance.com. For any other complaint, dispute or controversy, please send an email to privacy@arkifinance.com. We will investigate the complaint and report back to you.
- 16.2 Subject to the above paragraph 16.1, any dispute arising out of or in connection with this T&C and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the courts of Singapore and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

17. Suspension and termination of service

- 17.1 Termination or suspension by us. We reserve the right to investigate any suspected violation of this T&C, restrict, temporarily or permanently suspend or terminate your Account, or the provision of any Services, at any time and with immediate effect and without notice to you, without incurring liability of any kind to you, if any of the following events occur:
- 17.1.1 you have not fully complied with our account opening criteria and/or met our account opening criteria (as we shall set from time to time), including, our “Know Your Client” procedures;
 - 17.1.2 you fail to make any payment to us or any other party when due, whether under this T&C or otherwise for the Services;
 - 17.1.3 your death or insanity;



- 17.1.4 any grounds exist for the presentation of a bankruptcy petition against you;
- 17.1.5 any representation or warranty made by you under this T&C or through the Platform or for the Services is incomplete, untrue, incorrect or misleading in any material respect;
- 17.1.6 you have breached the terms of this T&C;
- 17.1.7 you are using the Platform or the Services, in our opinion, in a manner that is in bad faith, may cause us to breach Applicable Laws, have legal liability, or disrupt others' use of the Platform or the Services;
- 17.1.8 you are using the Platform or the Services for any illegal activities or where we have reasonable suspicion that you may be doing so, or we become aware or suspect that your Account is or will be used for illegal, fraudulent or unauthorised uses;
- 17.1.9 we become aware or suspect that your Access Methods (i.e. any user identification, passwords and other security credentials assigned to you and required to access and use the Platform) are stolen, lost, damaged or compromised;
- 17.1.10 we become aware or suspect that the person logged into your Account is not you;
- 17.1.11 we are required to do so by Applicable Laws or pursuant to a request by any Regulatory Body;
- 17.1.12 we deem it necessary or appropriate in good faith to meet any obligation under Applicable Laws or requirement by any Regulatory Body, including but not limited to in connection with preventing any unlawful activity including fraud, money laundering, terrorist activity, corruption, bribery, tax evasion or the enforcement of any economic or trade sanction;
- 17.1.13 if, because of any change to any Applicable Laws, or in our opinion, maintaining or performing any obligation under this T&C becomes illegal, or we are otherwise prohibited from doing so;
- 17.1.14 scheduled downtime, recurring downtime or other material IT security issues;
- 17.1.15 a Force Majeure Event;

- 17.1.16 you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;
 - 17.1.17 you modify, adapt or reverse engineer the Platform or any part thereof;
 - 17.1.18 you transmit any viruses, worms, defects, Trojan horses or any other items presenting cybersecurity risk or of a destructive nature, or that may otherwise compromise the security of the Platform;
 - 17.1.19 the provision or continued provision of any Services, product or part of any product, would or might in our opinion constitute a breach of our policy, or is not in accordance with our usual business practice and procedure;
 - 17.1.20 you create multiple Accounts;
 - 17.1.21 you create Accounts by automated means or under false or fraudulent pretences; or
 - 17.1.22 you are, in our opinion, the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.
- 17.2 For the purpose of paragraph 17.1.15 of the General Terms in this T&C, “**Force Majeure Event**” means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this T&C including our Services, including, without limitation:
- 17.2.1 war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - 17.2.2 terrorist attacks, civil war, civil commotions or riots;
 - 17.2.3 acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;
 - 17.2.4 any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including



expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;

17.2.5 fire, explosion or accidental damage;

17.2.6 collapse of building structures or failure of plant machinery, computers or vehicles;

17.2.7 interruption, disruption or failure of utility service, including but not limited to electric power, internet, gas or water; or

17.2.8 any labour disputes, including but not limited to strikes, industrial action or lockouts.

17.3 For the avoidance of doubt, we shall not be in breach of this T&C, nor liable for any failure or delay in the performance of any other obligations under this T&C arising from or attributable to any of the circumstances giving rise to a right to termination under paragraph 17.1 of the General Terms in this T&C.

17.4 Termination by notice from us. We may at any time and without liability to you terminate this T&C including our Services. In such cases, we will endeavour to provide you with not less than 14 calendar days' written notice. However, in certain cases, we may terminate your Account, the Services or this T&C by providing shorter notice or providing notice with immediate effect. No such termination will affect any Instruction given by you which is properly received by us before the date of such notice.

17.5 Termination by notice from you. You may terminate this T&C or your Account with us at any time by providing us with notice in the manner as we may specify on the Platform. However, no such termination will affect any Instruction given by you which is properly received by us before the receipt of such notice or any action we may take in relation to your Account before the receipt of such notice.

17.6 Effect of termination. On termination of the Account or any Services or this T&C or relationship between you and us:

17.6.1 you will stop using and we will stop providing any Services;

17.6.2 all charges, costs and/or expenses due to us or any third parties under this T&C shall fall due for repayment immediately;

17.6.3 we may discharge our entire liability with respect to your Account by selling your Assets at your expense and arranging for any credit



balance in your Account to be transferred to you at the earliest time possible and within fifteen (15) Business Days from the termination of this T&C, subject to Applicable Laws and unforeseen processing delays by the banks, and subject to you providing us with valid account details for the transfer. Occasionally, we might receive fund/trailer fee rebates, retrocession fees and/or cash dividends (“**Post-Termination Fees and Dividends**”) from the relevant fund managers after the termination of this T&C. In the event that we do, such Post-Termination Fees and Dividends may forthwith be appropriated by us to ourselves to utilise in any manner we so wish for our own benefit. You thereafter shall have no right whatsoever to claim such Post-Termination Fees and Dividends, you being deemed to have waived and abandoned all your rights to such monies (and any other property as may accrue to it) in our favour and we may, at our discretion, after setting off any applicable administrative costs, use such Post-Termination Fees and Dividends, including distributing them to other Customers of Arki or donating them to a charity of our choice; and

17.6.4 you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, including any copies thereof.

17.7 All disclaimers, indemnities and exclusions in this T&C shall survive the termination of this T&C.

18. Indemnity and exclusion of liability

18.1 You agree to indemnify on a full indemnity basis, to compensate us, and to hold us and all of our employees, directors, officers, Affiliates, Intermediaries or such other counterparties employed or used by us in connection with the Services (collectively, our “**Associates**”) harmless from and against any and all Losses, and reimburse on demand, against all Losses which we or our Associates may suffer or incur arising from or in connection with the operation of the Account, Transactions, Services, or any Instructions, whether incurred directly or indirectly (unless they arise solely from our or our Associates’ fraud, gross negligence or wilful default).

18.2 We and our Associates make no representation, warranty or guarantee as to the performance of the Account of Investments. We and our Associates will provide the Services, subject to the provisions of this T&C, in accordance with our usual business practice and will not be responsible for or liable to you for any Loss which may be suffered or incurred by you in any way in relation to any Services provided pursuant to the terms of this T&C, or Transaction contemplated under this T&C, howsoever caused, including but not limited to any Loss resulting from any decline in value of the Account or Investments,



the exercise of any of our and our Associates' rights and discretions or the performance of any of their duties hereunder, any error of judgment or error of fact, except to the extent that such Loss is caused by our and/or our Associates' fraud, gross negligence or wilful default. In such event, we and our Associates' liability in connection with any Transaction or Service, shall not exceed the market value of such Transaction or Service at the time of the fraud, gross negligence or wilful default and shall not include any direct, indirect, incidental, special and consequential or punitive damages (including Losses arising from counterparty risk, investment losses, economic losses or lost profits).

19. Notices

19.1 All notices, demands or other communications required or permitted to be given under this T&C ("**Notices**") shall be sent as follows:

19.1.1 in the case of a Notice to you, to the electronic mail address indicated by you at account opening or edited subsequently through the "Change of Email procedure" available on the Platform or by posting a Notice on the Platform; and

19.1.2 in the case of a Notice to us, by email to cx@arkifinance.com.

19.2 You are deemed to receive the Notice sent by us upon the earlier of:

19.2.1 receipt of the Notice by you on the Platform;

19.2.2 receipt of the Notice by you through your electronic mail address; or

19.2.3 expiration of the calendar month following the posting of the Notice on the Platform or to your electronic mail address.

19.3 We are deemed to receive the Notice sent by you on the date upon which it is sent, unless it is sent after 5.00 pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day.

19.4 You must promptly inform us by email to cx@arkifinance.com or by making the relevant modifications on the Platform of any change in your mailing address, contact number and/or email address for communication or any of your relevant particulars available in our records and send us all supporting documents we require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change.



19.5 If you request for us to send any correspondence to a physical mailing address, you agree and acknowledge that without prejudice to paragraphs 19.1 and 19.2:

19.5.1 there may be risks such as failure to receive or receiving your correspondences late. This may affect your ability to detect discrepancies, trading errors or unauthorised Transactions promptly;

19.5.2 there are inherent risks that correspondence to such address may be opened by another individual at the same address; and

19.5.3 in any case, you shall not hold Arki responsible for any Losses which you may suffer from the non-receipt or delay in receiving the correspondence.

19.6 Applicability of this paragraph. Paragraph 19 of the General Terms in this T&C relates only to Notices in respect of matters concerning the Platform or Services.

20. Amendments and Variation

20.1 We shall be entitled to, by posting an updated version of this T&C at www.arkifinance.com, on the Platform, or through such other official channel as we may notify to you, supplement, vary and/or modify the terms of this T&C at any time and such supplement, variation and/or modification shall take effect from the date the T&C is posted at www.arkifinance.com or any other date specified by us. Except where immediate action is reasonably required for legal, regulatory, operational or risk management reasons, we will provide at least thirty (30) days' prior notice via email, in-app notification or such other communication method as we determine appropriate. You agree that it shall be your responsibility to review this T&C regularly. If you do not accept any such supplement, variation and/or modification, you shall immediately discontinue operating the Account and/or utilising the Services provided by us and promptly close your Account and terminate this T&C. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you are deemed to have agreed to such supplement, deletion, variation and/or modification without reservation.

21. Assignment and delegation

21.1 You acknowledge and agree that we may, in the conduct of our functions, instead of acting ourselves, delegate to or appoint any Intermediary, whether in Singapore or otherwise, to carry out, execute or clear any Transaction, hold,



custodise or deal with your Assets, or provide ongoing maintenance and support services for the operation of the Platform or such other Services or business as may be required by us.

- 21.2 You acknowledge and agree that we may delegate to such Intermediaries all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions and subject to such regulations (including the power to sub-delegate) as we may think fit and, provided always that we shall have exercised reasonable care in the selection of such Intermediary, we shall not be bound to supervise the actions of and shall not in any way or to any extent be responsible for any Loss incurred by you for any failure, neglect, default or breach by any such Intermediary.
- 21.3 Assignment. You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/ or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification. For the avoidance of doubt, Arki shall be permitted to consolidate or amalgamate with, or merge with or into, any other financial institution and any reference in this T&C to Arki shall be construed as a reference to the successor entity resulting from such consolidation, amalgamation or merger. Your obligations in respect of any Account will not be affected by any takeover, absorption or merger by or of Arki by, of or with any other financial institution, nor will it be in any way affected by any change in the name or constitution of Arki or any successor, assignee or transferee.

22. Miscellaneous

22.1 Severability and waiver

- 22.1.1 No failure or delay on our part in exercising any power of sale or any other rights or options hereunder and no notice or demand which may be given to or made upon you by us with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any power of sale or any other rights or options hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any Loss arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 22.1.2 We may grant time or other indulgence to you or any other person, without impairing or affecting in any way any of our rights as against you or any such other persons.

22.1.3 If any provision of this T&C or part thereof is rendered void, illegal or unenforceable by any law to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this T&C shall continue in full force and effect and the legality, validity and enforceability of the whole of this T&C in any other jurisdiction shall not be affected.

22.1.4 The rights and remedies provided in this T&C are cumulative and not exclusive of any rights or remedies provided by law.

22.2 Entire T&C

22.2.1 This T&C and the documents referred to in this T&C collectively embody the entire terms and conditions agreed upon by you and us as to the subject matter of the same and supersedes and revokes in all respects all other documents, agreements, letters of intent, and undertakings entered into between you and us, whether such be written or oral, with respect to the subject matter hereof. All provisions of this T&C shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of the matters set out therein except in respect of those matters then already performed and except where expressly stated to the contrary. This T&C shall be binding on and shall endure for the benefit of each of your and our successors in title or legal personal representatives.

22.3 Contracts (Rights of Third Parties) Act

22.3.1 Unless stipulated otherwise, a person who is not a party to this T&C shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or under any law, to enforce any provision in this T&C.

22.4 Governing law

22.4.1 This T&C shall be governed by, and construed in accordance with, the laws of Singapore. You agree to submit to the non-exclusive jurisdiction of the Courts of Singapore for the settlement of any dispute in relation to this T&C.



Schedule 1 - Investment Services Special Terms

A. Financial Advisory Service

1. Financial advice and investment recommendations

- 1.1 Arki provides financial advisory services to you, including financial profiling, financial advice, Investment Portfolio recommendation, Investment Portfolio construction, trade execution and rebalancing of your Investment Portfolio (the “**Advisory Services**”). Trade execution and rebalancing of your Investment Portfolio will be carried out in accordance with your Investment Portfolio selection and rebalancing Instructions.
- 1.2 Any financial advice and Investment Portfolio recommendation is based on the information provided by you. Any inaccurate or incomplete information provided by you may adversely affect the suitability of advice of recommendations. Therefore, you are recommended to update Arki as soon as possible where there are any material changes to the information provided by you.
- 1.3 You may notify Arki of any change in your profile or information and request by email to cx@arkifinance.com that we review and reconstruct your Investment Portfolio at any point in time.
- 1.4 Without prejudice to any provisions in this T&C, where you fail to update Arki as soon as possible (including as contemplated under paragraph 1.2 of these Investment Services Special Terms) or where you elect not to provide Arki with the required information to form the basis of its financial advice or recommendation and/or if you choose to adopt an Investment Portfolio that differs from our recommendation, Arki shall not be responsible or liable for any Losses resulting from such election.

2. Needs Analysis/Customer Knowledge Assessment

- 2.1 You agree and acknowledge that in making any recommendation, we may take into account and give due consideration to your investment knowledge and experience (“**Customer Knowledge Assessment**” or “**CKA**”), or of your investment profile, financial objectives, financial situation, and particular needs (the “**Needs Analysis**”) before or while providing any Advisory Services, opening any Account or entering into any Transaction for your Account. The CKA and Needs Analysis may be recorded in such documents as we may require from time to time. Pursuant to such CKA and Needs Analysis, we may collect information



about your investment objectives, financial situation and particular needs, including but not limited to the following:

- a. your financial objectives;
- b. your risk tolerance;
- c. your employment status;
- d. your financial situation, including your assets, liabilities, cash flow and income;
- e. the source and amount of your regular income;
- f. your financial commitments;
- g. your current investment portfolio, including any life policy;
- h. whether the amount to be invested is a substantial portion of your assets;
- i. whether you hold a diploma or have higher qualifications in accountancy, actuarial science, business/business administration/business management/business studies, capital markets, commerce, economics, finance, financial engineering, financial planning, computational finance and insurance;
- j. whether you have a professional finance-related qualification;
- k. whether you have invested in certain collective investment schemes or investment-linked policies at least 6 times in the preceding 3 years, or any other unlisted Specified Investment Products at least 6 times in the preceding 3 years; and
- l. whether you have a minimum of 3 consecutive years of working experience in the past 10 years in the development of, structuring of, management of, sale of, trading of, research on and analysis of investment products or the provision of training in investment products, including any work experience in accountancy, actuarial science, treasury or financial risk management activities.

2.2 You warrant and represent to us, and shall be deemed to warrant and represent to us on each occasion that any information is provided to us for purposes of determining your investment knowledge and experience and Needs Analysis, and that all such information provided to us is accurate, correct, complete, and up-to-date.

2.3 You hereby agree and confirm that:

- 2.3.1 the information we collect from you may form the basis on which our recommendations to you will be made;



- 2.3.2 we are entitled to rely and act, and continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation;
- 2.3.3 you are, at all times, responsible and liable for the accuracy, correctness, and completeness of the information;
- 2.3.4 you will promptly update and inform us of any change in such information;
- 2.3.5 inaccurate and incomplete information provided may affect the suitability of our recommendations; and
- 2.3.6 if you do not provide the information requested by us, or if you provide us with incorrect or incomplete information, we may recommend an Investment Portfolio to you based only on the information you have provided. In such case, you shall be solely responsible for ensuring that the Investment Portfolio (even if it is a Model Portfolio (as defined below)) is suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs. Further, we may also elect not to provide or continue to provide you with our Advisory Services.

Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for purposes of determining your investment knowledge and experience or Needs Analysis.

- 2.4 Where you are an Accredited Investor and have validly opted in to be treated as an Accredited Investor pursuant to your Accredited Investor Opt-In, you agree and acknowledge that, subject to Applicable Laws and the terms of that form, Arki would not be required to carry out any CKA or Needs Analysis, and paragraphs 2 and 3 of this Section A may not apply to you to the extent permitted by Applicable Laws. You will be regarded as having the relevant knowledge and experience to assess the suitability of our recommendation, and Arki may, but shall not be required to, provide a reasonable basis for its recommendations to the extent permitted by Applicable Laws.



3. Investment Portfolio Recommendations

- 3.1 Based on the general financial objectives and risk tolerance as notified to us, general market and economic conditions, and any other factors which we consider to be relevant, we may recommend an Investment Portfolio to you (a “**Model Portfolio**”). In creating the Model Portfolio and determining if the relevant products in your Model Portfolio are suitable for you, we may take into consideration the nature of the products, key risks and other features, including the investment tenor, fees and liquidity required. You acknowledge and agree that the Model Portfolio does not take into account your specific objectives, financial situation, investment experience, knowledge and particular needs.
- 3.2 Arki will only arrange for the implementation of a Model Portfolio after you have accepted the Model Portfolio through the Platform or such other channel as Arki may permit, provided the relevant Instructions, and provided the monies, information and documents required by Arki. Once you accept the Model Portfolio and we receive the required monies, Arki may carry out necessary Transactions to construct the Model Portfolio in accordance with this T&C.
- 3.3 You agree that you are solely responsible for making your own independent investigation and appraisal of all Investments and your own independent verification of any advice, recommendation, view, opinion or information provided by us. You shall fully understand and familiarise yourself with all the terms and conditions of each Investment and the risks involved, and you agree that you will only accept our Model Portfolio on the basis of your own independent review and determination that the Model Portfolio is suitable and appropriate for you.
- 3.4 The Model Portfolio may include a summary of information gathered on your financial objectives and risk tolerance and the basis of the recommendations made to you.
- 3.5 You agree that you are not obliged to accept any advice provided by, or recommendation made by us (including any Model Portfolio) and you shall be entitled to determine, in your sole discretion, whether to accept, reject or implement an advice, recommendation or opinion (including any Model Portfolio) made by us.
- 3.6 We may recommend changes to the Model Portfolio agreed between you and us due to changes in your specific objectives, financial situation, investment experience, knowledge and particular needs, general economic or market conditions, or any other factors which we consider to be relevant. For the avoidance of doubt, you agree that in recommending such changes, we are



entitled to rely and act on the information you provided to us previously without verifying such information, and without any further inquiry or investigation.

- 3.7 Until we provide such recommendation as referred to in paragraph 3.6 of these Investment Services Special Terms above to you, you agree that we shall be entitled to act on the previously agreed Model Portfolio.
- 3.8 If you refuse to provide such information relating to specific objectives, financial situation, investment experience, knowledge, educational qualifications, work experience, particular needs, general economic or market conditions or any other factors which we consider to be relevant, changes to such information or if any such information is omitted, we may not be able to provide you with suitable recommendations, or construct a Model Portfolio for you. Do note that in such cases, Arki may elect not to allow you to proceed further.
- 3.9 When making a recommendation in relation to a collective investment scheme, Arki may be required to provide you with a copy of the prospectus/profile statement and Product Highlights Sheet (if applicable) in respect of the collective investment scheme and/or any other offer document as may be prescribed by Applicable Laws, including any supplementary prospectus/profile statement or replacement prospectus/profile statement in respect of the collective investment scheme. By agreeing to this T&C, you hereby agree and consent to Arki providing you with an abridged version of the document or statement, where applicable.
- 3.10 Our Model Portfolios are built on collective investment scheme products managed by a number of fund managers. Summarised details of the funds currently included in our Model Portfolios may be found in the Arki Investment Funds list section of our website. Links to the fund prospectuses, Products Highlights Sheets (if applicable) and key investor information documents are provided on our Platform.

B. Discretionary Management Service

4. Discretionary Portfolio

- 4.1 Arki provides discretionary investment management services (“**Discretionary Management Service**”) to Customers through the Platform, whereby Arki manages the Customer's investments in accordance with their investment objectives, risk profile and the applicable investment mandate or strategy. This includes the allocation, management and rebalancing of investments across the available portfolios, as determined by Arki from time to time.



Customers who qualify and have validly opted in to be treated as Accredited Investors may be offered additional investment strategies or bespoke discretionary portfolio management arrangements, subject to the completion of such additional assessments, documentation and agreements as Arki may require, including the Accredited Investor Opt-In and an investment management agreement (“**IMA**”)

- 4.2 We will manage the assets under the Discretionary Portfolio subject to compliance with this T&C, the IMA, any agreed investment mandate or strategy and Applicable Laws and on a fully discretionary basis.
- 4.3 In connection with the Discretionary Management Service provided to you, Arki shall be entitled to rely on financial and other information provided by you, including but not limited to information provided during onboarding, KYC/AML checks, risk profiling and any financial review. You agree to inform us by email to cx@arkifinance.com of any material change in your circumstances that might affect the manner in which the Discretionary Portfolio should be invested and to provide Arki with such other information as it shall reasonably request.
- 4.4 You agree that you will not have any role or right to make investment decisions, except for making contributions or withdrawals from the Discretionary Portfolio [or providing such Instructions as Arki may permit under the IMA, agreed investment mandate or strategy].
- 4.5 You grant us full discretionary authority to manage the Discretionary Portfolio and for that purpose we shall have sole and absolute power and discretion to take the following actions without prior consultation with you:
 - 4.5.1 act on your account of and at your risk, make and implement such investment decisions as Arki may, in its absolute discretion from time to time, think fit, including investing in any Investments, purchasing or selling Investments at such time and at such prices and on such terms as we see fit, to instruct the remittance of monies from such Discretionary Portfolio for any purpose related to the management of such Discretionary Portfolio upon the terms and conditions set out in this T&C and otherwise to deal with such Discretionary Portfolio, and perform and undertake all Transactions and Investments necessary or useful for the management of the Discretionary Portfolio, which includes rebalancing the Discretionary Portfolio;
 - 4.5.2 subscribe for, purchase, sell, exchange, convert or otherwise effect Transactions in the Discretionary Portfolio, and to sign any



documentation required in connection with such Transactions, including but not limited to the following:

- 4.5.2.1 to effect the placement from time to time and at any time any cash or Investments from the Discretionary Portfolio in current, savings, securities and other accounts or on deposit including foreign currency deposits (referred to as “**Deposits**”) with any bank or financial institution (whether within or outside Singapore), to maintain and operate the said accounts, and to withdraw and deal with such cash or Investments in any manner;
 - 4.5.2.2 to exercise any and all powers in respect of the Deposits and the Investments as if Arki was the beneficial owner thereof; and
 - 4.5.2.3 to place orders for the execution of Discretionary Portfolio Transactions with or through such Intermediaries as Arki may select;
- 4.5.3 rebalance the Discretionary Portfolio to bring it in line with the asset allocation you had selected;
- 4.5.4 determine how Transactions are to be carried out including investment timing and duration, or decide to use or refrain from using measures to hedge against price, currency or interest risks, choose Investments which appear appropriate for hedging and use any other measures to optimise returns on existing Investments as we may in our absolute discretion, deem fit;
- 4.5.5 issue Instructions to the Custodian in connection with:
 - 4.5.5.1 the receipt, delivery or retention of Discretionary Portfolio assets (including cash);
 - 4.5.5.2 the receipt, collection, retention or discharge of any and all interest, dividends, bonuses, proceeds of sale or other disposal, payments by way of return of capital, distributions on winding up or maturity and other payments from time to time accruing and becoming payable upon or in respect of the Discretionary Portfolio assets; and



- 4.5.5.3 the exercise of all powers, rights, entitlements and discretions (including, if applicable, voting rights) conferred on the owner of the Discretionary Portfolio assets;
 - 4.5.6 carry out of such foreign exchange Transactions in connection with the Discretionary Portfolio as Arki may deem necessary or desirable;
 - 4.5.7 open, maintain and operate any trust, custody or other accounts with the relevant Custodian or in connection with any Deposit; and
 - 4.5.8 execute any documentation or enter into any contract or agreement we deem necessary, desirable or required in relation to the Discretionary Portfolio assets and generally do all such acts and things deemed reasonably necessary or desirable by Arki for the management of the Discretionary Portfolio.
- 4.6 You understand, acknowledge and agree that Arki may from time to time assign and/or delegate all or part of its rights and/or transfer all or part of its obligations under this T&C to a delegate (which may or may not be an Affiliate) without your prior written consent, subject to the overall responsibility, control and supervision of Arki. Notwithstanding any delegation, assignment and/or appointment by Arki of any delegate or assignee, the rights, responsibilities and obligations of Arki under this T&C shall remain unaffected, and all acts or omissions of any delegate or assignee shall be taken as that of Arki's. You agree that you shall not hold any delegate liable for any act or omission of the delegate or take any legal action against the delegate.
- 4.7 You understand, acknowledge and agree that each Transaction and Investment undertaken by Arki in exercise of its powers under this T&C shall be subject to all Applicable Laws and regulations, including, but not limited to, the constitution, rules, regulations, by-laws of any stock exchanges, clearing houses, securities trading or central depository systems or regulatory authorities.
- 4.8 Arki may, but is not obliged to, provide you with separate statements, reports, information or advice relating to the Discretionary Portfolio and if Arki does so, such statements, reports, information or advice shall be provided in such frequency and in such format as we may determine. You may, however, access statements, reports, information or advice relating to the Discretionary Portfolio using the Platform.
- 4.9 Arki neither guarantees nor makes any representation or warranty concerning the performance of the Discretionary Portfolio or the repayment of capital. In



particular, Arki cannot and does not guarantee that any actions Arki has or has not taken in connection with the investment and management of the Discretionary Portfolio will not result in any loss to the value of the Discretionary Portfolio. You acknowledge that you are fully aware that there may be unquantifiable risks involved in the Investments to be made by Arki in the performance of its obligations under this T&C, the IMA, the agreed investment mandate or strategy and Applicable Laws and that the value of the Discretionary Portfolio may increase or decrease.

- 4.10 You may terminate the Discretionary Portfolio with us at any time by redeeming your Discretionary Portfolio on the Platform.
- 4.11 Upon the final distribution of all proceeds of the redemption of the Discretionary Portfolio to you, the Discretionary Portfolio shall be closed.
- 4.12 You agree to indemnify Arki (and will not hold Arki liable) from and against any and all liabilities, obligations, Losses (including, but not limited to, any losses you may incur in connection with Arki's investment and management of the Discretionary Portfolio), damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from fraud, gross negligence or wilful default on the part of Arki) which may be imposed on, incurred by or asserted against Arki in performing its obligations or duties under this T&C.
- 4.13 Nothing herein contained shall prevent Arki, its Affiliates or other Intermediaries from buying, holding and dealing in any Investments for its own account or for the accounts of its other Customers notwithstanding that such Investments or similar Investments may be held by or for the Discretionary Portfolio.
 - 4.13.1 Nothing herein contained shall prevent Arki, its Affiliates or other Intermediaries from buying, holding and dealing in any Investments for its own account or for other Customer accounts notwithstanding that such investment decisions are contrary to or conflicting with Arki's decisions in relation to the Discretionary Portfolio. You acknowledge that the investment decisions made by Arki, its Affiliates or other Intermediaries in such circumstances shall be separate and independent of any investment decisions made by Arki in relation to the Discretionary Portfolio.
 - 4.13.2 Nothing herein contained shall oblige Arki to reveal its own purchase, holdings, or dealings in any Investments for its own account or for other Customer accounts.



C. Dealing and Execution

5. Authority and limitations

5.1 Where relevant, any dealings conducted on your behalf in respect of the Transactions will be subject to the following:

- 5.1.1 we may use one or more Intermediaries to execute, clear, settle, hold, record or otherwise support Transactions and Investments relating to your Investment Portfolio;
- 5.1.2 we shall handle your and our other Customers' orders fairly and in the order in which they are received by us, and where applicable, in accordance with any execution policies we may publish from time to time. We may aggregate your orders with those of other Customers provided that we reasonably conclude at the outset that it is unlikely that such aggregation will generally operate to your disadvantage (although, in some cases, aggregation may operate to your disadvantage and in other cases aggregation will operate to your advantage) and that we shall give priority to satisfying your orders and those for other Customers in any allocation if all orders cannot be filled;
- 5.1.3 when market conditions do not reasonably permit an Investment order to be executed at one time or in a single Transaction, we may execute it over such period as we deem appropriate and we may report to you an average price for a series of Transactions so executed instead of the actual price of each Transaction;
- 5.1.4 while we will try to execute, arrange or transmit your Instructions in a timely manner, we may not always be able to do so at any specific time or on the same Business Day. This may be due to various constraints including, but not limited to any requirement under Applicable Laws;
- 5.1.5 we may refuse, delay, suspend, cancel or reverse any Transaction, deposit, withdrawal, order or Instruction where we consider it necessary or desirable to do so for compliance with Applicable Laws, internal policies, AML/CFT requirements, sanctions, market rules, operational limits, eligibility requirements, product-specific requirements, or the terms of this T&C; and
- 5.1.6 for the avoidance of doubt, your Investments will not be confirmed until you are informed by us as to the amount



allotted/placed/purchased on your behalf and until such time, you agree you do not have any interests in the Investments.

- 5.2 We may, from time to time, send you or make available to you online research materials or recommendations of a general nature that we or third parties have prepared. Such research or recommendations are not personal recommendations tailored for your individual circumstances and do not constitute advice to you on the merits of any particular Transaction for you or on the merits of any particular Investment for you. We will be under no obligation to take into account any such research material or recommendations when we carry out Transactions for you.

6. Instructions

- 6.1 You hereby authorise us to act on your Instructions (written, oral or otherwise) exclusively for your Account(s) and at your risk and peril and authorise us, to give instructions to any relevant Intermediary to effect, settle, hold, handle, redeem, dispose of or sell Investments in connection with your Investment Portfolio, including to implement a Model Portfolio accepted and confirmed by you or to manage a Discretionary Portfolio under the IMA through the relevant Intermediary. Without prejudice to the generality of paragraph 6.1 of this Section C, you authorise us to do the following in connection with your Investment Portfolio:

- 6.1.1 to execute the relevant application / subscription and redemption form(s) or other documents as may be required in relation to the Investments, on your behalf;
- 6.1.2 to share such information as may be required with the relevant Intermediary in order to effect the Investments and Transactions;
- 6.1.3 to instruct the relevant Intermediary to debit/credit your Account with the amount of the total amount payable with respect to the Investments, proceeds resulting from such disposal/ sale, and such applicable fees, charges, or costs. For the avoidance of doubt, if your Account is not funded with the relevant amount of funds required for us to act on your Instructions, you agree that under no circumstances shall we be liable for any Losses, fees and/or charges that may be incurred in respect of the same; and
- 6.1.4 take any other action which we consider necessary or desirable to effect, settle, hold, administer, redeem, liquidate or otherwise deal with the relevant Investment Portfolio or Investments in accordance with this T&C and Applicable Laws.



- 6.2 Arki will use reasonable efforts to secure the best execution of all Transactions. In securing the best execution, it is our policy (which we may publish on our website from time to time) to consider various factors including the size and type of the Transaction, the nature and character of the markets involved, commission rates offered by the relevant Intermediaries, Intermediaries' execution experience, integrity and financial responsibility.
- 6.3 You confirm and acknowledge that once you have successfully acquired the Investments, you hereby appoint and instruct a Custodian to hold the Investments for and on your behalf. Without prejudice to the generality of any other provisions, you authorise us to provide Instructions to a Custodian in relation to the handling of such Investments, including in relation to redeeming, disposing and/or selling such Investments and you agree to execute any such further documents as may be required in order to facilitate any such actions in relation to your interest in the Investments.

D. Representations and Warranties

- 7.1. You hereby represent, warrant, acknowledge and agree (which representation, warranty, acknowledgement and agreement will be deemed to be repeated by you on each date on which an Investment is effected by you) that, in connection with an Investment:
- 7.1.1 You have received the offering circular, prospectus or other disclosure statement and have only relied on the information and representations therein and agree to be bound by its prospectus or other disclosure statement terms, and not relied on any information or communication supplied or made by us, it being understood that any such communication shall not be considered investment advice or a recommendation to effect an Investment nor a representation or warranty in respect of the Investments, including but not limited to, levels of indication of interest and the level of applications;
- 7.1.2 Each Investment is effected by you as principal and for the purposes of investment and you have received all the information you believe is necessary or appropriate in connection with such Investment;
- 7.1.3 You will not hold Arki or any of our Associates responsible for any misstatements in or omissions from any publicly available information concerning the relevant issuer or us, or the Investments or the information memorandum, prospectus or other disclosure document issued by us; and



- 7.1.4 You are and will be in compliance with all relevant laws, regulations and other requirements relevant to the Investments, and the terms of any final information memorandum, prospectus or disclosure document issued by the issuer or us.



Schedule 2 - Risk Disclosure Statement

This Risk Disclosure Statement covers risks associated with Transactions that may be carried out through the Platform including risks associated with overseas-listed investment products. This Risk Disclosure Statement does not exhaustively include all risks associated with such Transactions. This is an important document which you should read carefully and form an integral part of the T&C.

The objective of this Risk Disclosure Statement is to explain to you briefly the nature and risks of the Investments that you may undertake with us. In particular, you must be aware that the risk of loss in any Investment or Transaction can be substantial.

Risks Associated with Investments and General Financial Market Risks

You are fully aware of the risk relating to Transactions entered into. In particular, you understand that:

- (a) Your Investments are not bank deposits and are not obligations of, or guaranteed by Arki or any of its Affiliates and are subject to all investment risks and possible loss of the principal amount invested by you. As such, your investments are not “capital protected” and you may lose your entire capital by entering into the Transactions. Past performance of the same or of similar Investments is not an indication of, nor a guarantee of future performance of your Investment; and
- (b). No Investment can be 100% profitable. As a general guide, you should only invest if you fully understand the Investments and the risks associated with them.

Before entering into any Investment or Transaction, you should ensure that you understand fully:

- (i). The nature and fundamentals of each Investment or Transaction and the market in which such Investment or Transaction (where applicable) is traded in;
- (ii). The legal terms and conditions and all of your rights and obligations for each Investment or Transaction, including:
 - (A). the terms as to price, tenor, expiration dates and other terms material to the Investment or Transaction; and



- (B). any term describing risk factors, such as pricing, currency exchange, interest rate, volatility, liquidity, inability to exit the Investment or Transaction.
- (iii). the legal risks surrounding the Investment or Transaction, including the circumstances under which the Investment or Transaction may be illegal, resulting in it being void and unenforceable;
- (iv). the extent of the economic and associated risks to which you are exposed to as a result of such Investment or Transaction (and to determine that such risk is suitable for you in light of your own specific experience in relation to that specific Investment or Transaction and your financial objectives, circumstances and resources);
- (v). the regulatory and tax treatment of the Investment or Transaction; and
- (vi). the nature and scope of the relationship between yourself and Arki in respect of each Investment or Transaction undertaken by you.

You should always ensure that you have in place proper and sufficient means of monitoring the various types of risks associated with any Investment or Transaction. Arki will not be undertaking such monitoring for you in any circumstance whatsoever.

You should be aware that Arki is not responsible for any Losses that may be suffered by you, arising from or in connection with movement in prices or exchange rates, errors or delays in the transmission of any Instruction from or to you or changes in any Applicable Law.

Suitability of Recommendations

You agree that any advice provided by us will be based on information from sources believed to be accurate, however no representation or warranty, express or implied is made by us as to the accuracy, completeness or suitability of such advice.

You agree that you are solely responsible for making your own independent investigation and appraisal of any advice, recommendations, view, opinion or information provided by us. You shall fully understand and familiarise yourself with all the terms and conditions of each Investment and the risks involved, and agree that you will only accept our recommendations on the basis of your own independent review and determination that the recommendations and/or Investments are suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.



You agree and acknowledge that you have made all necessary inquiries and we have informed you of all material features of and risks involved in respect of the Investments including but not limited to information on:

- a. the nature and objective of the Investments;
- b. the key benefits and risks of the Investments;
- c. details of the providers of the Investments;
- d. your key rights with respect to the Investments;
- e. the intended investment horizon of the Investments;
- f. the ease of converting the Investments to cash;
- g. the expected level of your risk tolerance in respect of the Investments;
- h. the commitment required from you in respect of the Investments;
- i. the pricing of the Investments;
- j. the fees and charges to be borne by you in respect of the Investments;
- k. the frequency of reports to be provided to you in respect of the Investments;
- l. any applicable charges or restrictions on withdrawal, surrender or claim procedures of the Investments;
- m. any applicable warnings, exclusions and disclaimers; and
- n. information in relation to where the prospectus in respect of the Investment (if applicable) may be accessed, or if we consider it appropriate, an abridged version of such prospectus.

Algorithm Risk

We use proprietary algorithms in the portfolio building process including but not limited to portfolio optimisation, portfolio rebalancing and portfolio return simulations. The underlying inputs and assumptions are based on external information. We do not guarantee the accuracy or reliability of such information.

You understand the limitations of advice provided by a digital adviser, including the fact that the recommendation may not take into consideration your financial circumstances, existing Investment Portfolios, the affordability of the Investment, certain market conditions, unexpected events, or changes in Investment trends, which could lead to suboptimal Investment outcomes.

We have the right to override the automated algorithm or temporarily halt the digital advisory service in extreme market conditions.

We also retain the right to make material adjustments to the algorithms in the future as we deem necessary.



Financial Market Risk

Markets tend to move in cycles, with periods of rising prices and periods of declining prices. The market value of portfolio assets may fluctuate and result in economic gains and/or losses. The price of any Investments or the value of an entire asset class can decline for a variety of reasons that Arki cannot control, including, but not limited to, changes in the macroeconomic environment, unpredictable market sentiment, forecasted or unforeseen economic developments, interest rates, regulatory changes, as well as domestic or foreign political, demographic, or social events.

The Investments transacted in by Arki may include those listed and transacted on exchanges at market prices. Although it is expected that the market price of such Investments will typically approximate its net asset value, it is possible that there may be periods where the market price may deviate from its net asset value.

You should also be aware that there is a general risk of market failure or collapse which may arise from any political or financial development or any unpredictable event that may immediately result in sharp price movements, volatile market conditions and strained market liquidity.

Under certain market conditions, it may be difficult or impossible to liquidate a position, to assess a fair price or assess risk exposure. This can happen, for example, where there is simply no market traders for such Investment or Transaction, where there is a failure in electronic or telecommunications systems or where there is the occurrence of a Force Majeure Event (which includes any form of restriction, moratorium or suspension on trading imposed by an exchange, market or other authority regulating trading in the Investments or Transactions). Such events will increase the risk of Loss to you.

Advisory Risk

There is no guarantee that Arki's recommendations pertaining to particular securities or strategies will produce the intended results. Arki's judgment may not be correct, and Customers may not achieve their investment objectives. In addition, there is a risk that Arki or its Customers may experience computer and/or mobile device issues, including equipment or Platform failure, loss of internet access, viruses, or other events that may impair our ability to provide advisory services.

Security Risk

Internet-based platforms are vulnerable to technological glitches, system failures, or cyber-attacks that could potentially compromise the security of a Customer's personal and financial information. Although Arki has security measures in place, there is always a risk of data breaches or unauthorised access to a Customer Account.

**Software Risk**

Arki delivers investment advisory services primarily through its Platform and therefore develops and tests its Platform extensively before putting updates to the Platform into production with Customer Accounts. Additionally, Arki monitors the behaviors of the Platform after deployment. Despite these safeguards, it is possible that the Platform may not always perform exactly as intended or as disclosed, especially in unusual circumstances. For example, there may be occasions where a number of Customer Accounts may not rebalance back to the Customer's target asset allocation for extended periods of time, due to certain errors in the deployment of updates to the Platform or related issues. Arki continuously strives to monitor, detect, and correct any issues on its Platform that do not perform as expected or as disclosed.

No Tax, Legal or Other Advice

You expressly acknowledge that you have the appetite to assume all economic consequences and risks of the Investments and to the extent necessary, have consulted your own tax, legal and other advisers.

Counterparty Risk

You also acknowledge that we may have an interest in the subject of the report or recommendation, and we may be a counterparty to any Investments entered into by you and/or may otherwise benefit from your Investments.

You also acknowledge that Losses might be incurred due to inaccurate or incomplete information of the investment product provided by any Affiliates.

Country Risk

Where the Investments are listed outside Singapore, such Investments are subject to the laws and regulations of the jurisdiction they are listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor protection, differences in legal systems, jurisdiction-specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments in the applicable jurisdiction. Your payments or receipts under a Transaction will be linked to changes in the particular financial market or markets to which the Transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You may sustain substantial losses on the Investment if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you have to liquidate a position if market conditions move against you. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your Account with us. You acknowledge receipt of the Risk Warning Statement for overseas-listed investment products set out below and understand its contents.

Foreign Exchange Risk

The Investments in your Investment Portfolio with us may be denominated in different currencies and may not necessarily be in Singapore Dollar at all times. Your Investment Portfolio assets are therefore subject to foreign exchange risk. The fluctuations in foreign currency rates have an impact on the profit/loss and the Investment where your Investment Portfolio (or any part thereof) or any Transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.

Risk Disclosure Warning on Custody Services

Your holdings are held under custody accounts with the Custodian or its nominee, who will be a licensed custodian or an approved trustee for collective investment schemes under the SFA. If the Custodian or its nominee becomes insolvent, you may not be able to recover your holdings.

The Custodian may pool your Investments with other Customers' investments which we believe are similar in nature or category. This is known as commingling. In this situation, your interest in the Investments may not be easily identified through documentation, but the Custodian or its nominee will maintain a record of your interest.

If your Investments are denominated in foreign currency(ies), or are listed outside Singapore in jurisdictions where we do not have operations in, we may appoint Custodians or sub-custodians outside Singapore, which are licensed, registered or authorised to act as Custodians in the countries/regions or territories where the account(s) are maintained. You may be exposed to additional risk as the Applicable Laws and regulations of the foreign jurisdiction may differ from Singapore law. This means that your Investments do not enjoy the same protection as those held in Custody Accounts in Singapore. A possible consequence of this is that in the event of a legal dispute in that market, the courts in that market may not recognise your Investments as belonging to you and you may not be able to recover your Investments.

OVERSEAS-LISTED INVESTMENT PRODUCTS

RISK WARNING

An overseas-listed investment product* is subject to the laws and regulations of the jurisdiction it is listed in. Before you trade in an overseas-listed investment product or authorise someone else to trade for you, you should be aware of:

- The level of investor protection and safeguards that you are afforded in the relevant foreign jurisdiction as the overseas-listed investment product would operate under a different regulatory regime.
- The differences between the legal systems in the foreign jurisdiction and Singapore that may affect your ability to recover your funds.
- The tax implications, currency risks, and additional transaction costs that you may have to incur.
- The counterparty and correspondent broker risks that you are exposed to.
- The political, economic and social developments that influence the overseas markets you are investing in.

These and other risks may affect the value of your investment. You should not invest in the product if you do not understand or are not comfortable with such risks.

*An “overseas-listed investment product” in this statement refers to a capital markets product that is approved in-principle for listing and quotation only on, or listed for quotation or quoted only on, one or more overseas exchanges.

1. This statement is provided to you in accordance with paragraph 29D of the Notice on the Sale of Investment Products SFA04-N12.
2. This statement does not disclose all the risks and other significant aspects of trading in an overseas-listed investment product. You should undertake such transactions only if you understand and are comfortable with the extent of your exposure to the risks.
3. You should carefully consider whether such trading is suitable for you in light of your experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for you, you should be aware of the following:

Differences in Regulatory Regimes

- a. Overseas markets may be subject to different regulations, and may operate differently from approved exchanges in Singapore. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your investment products or monies held overseas. There is also the risk of your investment products or monies not being protected if the custodian has credit problems or fails. Overseas markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you have to settle your trade on such overseas markets.
- b. Overseas markets may be subject to rules which may offer different investor protection as compared to Singapore. Before you start to trade, you should be fully aware of the types of redress available to you in Singapore and other relevant jurisdictions, if any.
- c. Overseas-listed investment products may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on an approved exchange in Singapore. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.

Differences in legal systems

- d. In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.
- e. The MAS will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions will be effected.
- f. The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest arising from investment in such countries. Therefore,



there is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted.

- g. Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the overseas-listed investment products that you invest in.

Different costs involved

- h. There may be tax implications of investing in an overseas-listed investment product. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Singapore, or in both countries.
- i. Your investment return on foreign currency-denominated investment products will be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.
- j. You may have to pay additional costs such as fees and broker's commissions for transactions in overseas exchanges. In some jurisdictions, you may also have to pay a premium to trade certain listed investment products. Therefore, before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

Counterparty and correspondent broker risks

- k. Transactions on overseas exchanges or overseas markets are generally effected by your Singapore broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon your Instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without your consent and/or may result in difficulties in recovering your monies and assets held overseas.

Political, Economic and Social Developments

- l. Overseas markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in overseas-listed investment products.