

## FIRSTCOUNSEL TERMS OF BUSINESS

### 1. Parties

1.1 You are contracting with FirstCo Technologies Pte. Ltd., a private limited company incorporated in Singapore with U.E.N. 201621393H and whose registered office is 150 Beach Road, Gateway West, 35-28, Singapore 189720 (“**FirstCOUNSEL**” or “**Our**”).

1.2 The specific terms of our engagement with you is detailed in the email proposal communicated to you and accepted by you (“**Letter of Appointment**” or “**LOA**”). The LOA sets out the party to whom FirstCOUNSEL shall be providing the Solution(s) (“**You**”, “**Your**”) and You acknowledge You are identified correctly in the LOA.

### 2. Overview

2.1 FirstCOUNSEL is legaltech company offering or enabling technology-powered legal products and solutions such as templates & self-serve documents and in-house lawyers on demand.

2.2 You have engaged FirstCOUNSEL to provide and/or deliver the products and /or solution(s) identified in the LOA (together, the “Solution(s)”).

2.3 In signing the LOA, You agree that these terms of business (“**Terms**”) shall exclusively govern the provision / delivery of the Solution(s).

### 3. Know your client (“KYC”) / Anti-money laundering (“AML”)

3.1 You will promptly provide FirstCOUNSEL with any and all KYC / AML documentation and proof of identity etc. that may be required by FirstCOUNSEL from time to time to satisfy applicable law and regulations.

3.2 FirstCOUNSEL reserves the right to decline requests for and/or to discontinue providing Solution(s) for any reason including a client’s inability to satisfy Our KYC / AML requirements.

### 4. Your relationship with FirstCOUNSEL

4.1. In signing the LOA and appointing FirstCOUNSEL to provide / deliver the Solution(s) You acknowledge and agree that:

4.1.1. FirstCOUNSEL is not a law firm and does not provide regulated legal advice or opinion;

4.1.2. FirstCOUNSEL is not regulated by a legal industry regulatory or supervisory body; and

4.1.3. if You need legal advice or a legal opinion, FirstCOUNSEL can arrange this via our

affiliated Singapore-licensed law firm, Collyer Law LLC (subject always to a separate retainer).

You acknowledge that you are agreeable to receiving the Solutions, aimed primarily at start-ups, entrepreneurs, with the objective of providing affordable, transparent and accessible legal support, avoiding the trappings of a traditional legal practice.

4.2. You further acknowledge and agree that the provision / delivery by FirstCOUNSEL to You of the Solution(s):

4.2.1. does not (and is not intended or represented to) constitute legal or investment advice or opinion and will not be relied upon or otherwise utilised by You as such; and

4.2.2. may include recommendations of a general nature but it is for You to act upon or ignore them as You see fit – You will not and may not hold FirstCOUNSEL liable for this.

### 5. Scope of Solution(s)

#### LOA / Instructions

5.1. The scope of Solution(s) that FirstCOUNSEL will provide to You is set out in the LOA, or otherwise as agreed in writing (each, an “**Instruction**”).

5.2. The LOA / each Instruction will detail (amongst other things):

5.2.1. the Solution(s) to be provided / delivered and any associated milestones / deliverables;

5.2.2. the price(s) and any payment terms where You are a FirstCOUNSEL VIP Customer (otherwise payment is due prior to provision / delivery of the Solution(s) (see Clause 7));

5.3. You will be required to countersign the LOA / each Instruction in order for FirstCOUNSEL to commence the provision / delivery of the Solution(s) to You. Confirmation by email shall be deemed to be such countersignature.

#### Change in scope of Solution(s) / Instructions

5.4. You may limit or expand the scope of the Solution(s) being provided / delivered at any time, provided that you will pay in full for any Solution(s):

5.4.1. already provided / delivered; and

5.4.2. upon which work has commenced; in each case up to / prior to the time of notification of change in scope.

5.5. When Your Solution(s) are delivered, Our appointment in terms of that specific Instruction will end and no further Solution(s) specific to that Instruction will be provided unless agreed in writing.

## 6. Your obligations

6.1. To enable FirstCOUNSEL to provide / deliver the Solution(s), You will provide FirstCOUNSEL with all relevant information which may have any bearing on the Solution(s) being provided.

6.2. In particular, it is vitally important that:

6.2.1. You provide all Instructions, information and documents required for FirstCOUNSEL to provide / deliver the Solution(s) in a pro-active, responsive and/or timely manner;

6.2.2. all information which You provide is correct, complete and not misleading; and

6.2.3. if there are changes to the information provided to FirstCOUNSEL, You notify FirstCOUNSEL immediately.

6.3. For the purpose of Clause 6.2.2, You acknowledge and agree that FirstCOUNSEL will not verify the accuracy or completeness of information unless this is part of your Solution(s) and FirstCOUNSEL has agreed to do so.

6.4. FirstCOUNSEL shall not be responsible for any loss or damage arising from reliance on any information, or for inaccuracy or other defect in any document or information, supplied by You.

6.5. You always remain responsible for any business / investment / commercial decisions You make. FirstCOUNSEL is not liable to You (and you will not hold FirstCOUNSEL liable) for these decisions that are Yours to make.

## 7. Our prices / payment

7.1. You accept and acknowledge that FirstCOUNSEL is unable to extend payment terms which effectively extend You credit.

7.2. Unless otherwise specified and agreed in writing, all Solution(s) must be paid for in full and in advance.

7.3. If You do not pay for the Solution(s) in full and on time then FirstCOUNSEL reserves the right to:

7.3.1. exercise a lien over any work product produced as part of the Solution(s) and/or any documentation or information You have provided to FirstCOUNSEL;

7.3.2. “down tools” (and You accept absolute responsibility and liability for any consequences of this, including missed deadlines and the like); and/or

7.3.3. terminate the provision of the Solution(s) to You forthwith in whole or in part.

7.4. Our prices for the Solution(s) are exclusive of GST, sales tax, withholding tax or any other taxes that may be applicable / levied in connection with the Solution(s).

7.5. Any invoice that remains unpaid (either in whole or part) will attract an additional administration charge of 12% per annum (pro-rata) until full payment is received.

7.6. You remain liable for payment of applicable taxes and You will pay all FirstCOUNSEL invoices in full, free of any withholding and/or deductions for applicable taxes.

7.7. You acknowledge and agree that You shall bear all of Your own bank charges.

7.8. All FirstCOUNSEL invoices are charged and payable in USD, unless otherwise agreed in writing, to FirstCOUNSEL’ bank account as follows:

<b>Payment to FirstCO Technologies Pte. Ltd. by International Bank Transfer / Electronic Funds Transfer (EFT)</b>
Account Name: FirstCO Technologies Pte. Ltd.
A/C No: 003-941356-4
Beneficiary Bank: DBS Bank
SWIFT ADD: DBSSGSG

7.9. Payment received means when the money is confirmed as having been deposited in FirstCOUNSEL’s bank account as cleared funds.

7.10. You will always be invoiced (and required to pay) in advance for the costs of any disbursements You have pre-approved to be incurred as part of the provision / delivery of the Solution(s).

7.11. FirstCOUNSEL reserves the right to decline requests for and/or to discontinue providing Solution(s) in the event You delay and/or are late in making payments under invoices which are due and payable.

## 8. Liability

8.1. FirstCOUNSEL will use reasonable skills and care in the provision of the Solution(s).

8.2. Nothing in these Terms or in any statements made by FirstCOUNSEL (or any FirstCOUNSEL employee, consultant or agent) shall be construed as a promise,

guarantee or warranty concerning the outcome of any matter.

- 8.3. If FirstCOUNSEL falls short on its obligations under these Terms You will promptly let FirstCOUNSEL know and give FirstCOUNSEL not less than one (1) week to fix the issue before taking legal or other action.
- 8.4. If FirstCOUNSEL is ever found to be liable to You under these Terms, FirstCOUNSEL' liability will be to You only and not Your subsidiaries, affiliates or any third parties You deal with.
- 8.5. Our Solution(s) are provided to and for the benefit of You as a FirstCOUNSEL customer, and You alone. You will not communicate or otherwise share the Solution(s) with any third party without FirstCOUNSEL's written consent.
- 8.6. FirstCOUNSEL shall not be liable to any other person as a result of You communicating or otherwise sharing the Solution(s) with them.
- 8.7. You shall indemnify FirstCOUNSEL (and keep FirstCOUNSEL indemnified) against any liability incurred as a result of You communicating or otherwise sharing the Solution(s) advice to any third party.
- 8.8. The Solution(s), together with FirstCOUNSEL's name may not be used in connection with any prospectus, financial statement or other public document without FirstCOUNSEL's prior written consent.
- 8.9. FirstCOUNSEL's maximum liability to You under these Terms for any losses of any nature whatsoever is limited to 50% of the fees You paid to FirstCOUNSEL in conjunction with the Instruction / Solution(s) giving rise to Your claim.
- 8.10. No party shall be liable to the other for any loss of profits, loss of opportunity, loss of data or any special, indirect or consequential losses.

## 9. Intellectual property

- 9.1. You will not (and will not permit others to) reproduce, modify, distribute, post, disclose or otherwise take or use FirstCOUNSEL' intellectual property ("IP"). FirstCOUNSEL reserves all rights at all times in its IP.
- 9.2. FirstCOUNSEL will not (and will not permit others to) reproduce, modify, distribute, post, disclose or otherwise take or use Your IP. You reserve all rights at all times in Your IP.
- 9.3. You only get a licence to use FirstCOUNSEL's IP for Your normal business purposes. If there needs to be any other conditions around the use of FirstCOUNSEL' IP, you will be informed in writing.

- 9.4. You grant FirstCOUNSEL a licence to use Your IP for normal business purposes and to provide / deliver the Solution(s). You will inform FirstCOUNSEL in writing if there needs to be any other condition around the use of Your IP.
- 9.5. Any licence to use FirstCOUNSEL's IP is personal to You as an individual or You as the specific legal entity entering into these Terms – there is no "group" licence granted here.
- 9.6. You must work on the basis that everything FirstCOUNSEL provides to You is FirstCOUNSEL's IP and not Yours. The converse applies to Your IP – it's Yours, not FirstCOUNSEL's, etc.
- 9.7. You acknowledge and agree that:
  - 9.7.1. any unauthorised use or reproduction of FirstCOUNSEL's IP by You or third parties authorised, permitted or enabled by You is a serious issue that will materially impact FirstCOUNSEL's business;
  - 9.7.2. You will not (and will not permit third parties to) use FirstCOUNSEL's IP (or any part of it) to develop, offer or engage in similar or competing services; and
  - 9.7.3. should FirstCOUNSEL's IP be infringed or copied in contravention of these Terms, FirstCOUNSEL's losses will be substantial.

## 10. Confidentiality

- 10.1. This Clause 10 is mutual and applies to all information provided to each other. FirstCOUNSEL and You shall both observe the following obligations:
  - 10.1.1. that all information will be treated as being absolutely confidential;
  - 10.1.2. no disclosures to anyone if not agreed in advance in writing, unless to lawyers, other professional advisors or if a court or regulator demands it or otherwise required by applicable law;
  - 10.1.3. all information is to be kept really secure – no less than reasonable commercial efforts must be applied to keep it secure;
  - 10.1.4. if confidential information has been compromised then report it to the other party immediately; and
  - 10.1.5. return or destroy the confidential information once Your client relationship with FirstCOUNSEL has ended, subject to laws which say it must be kept.

10.2. Each Party agrees that it is reasonable that damages alone may not be an adequate remedy for a breach of Clause 10 and FirstCOUNSEL may apply for interim and/or injunctive relief.

## 11. Termination

11.1. If You are not happy with Our Solution(s), You can cancel them at any time by giving us written notice.

11.2. If You terminate per Clause 11.1 above then You must immediately pay:

11.2.1 for all work performed in good faith, whether by way of consultation or documentation, prior to the date of termination;

11.2.2 a one-time abort fee of SGD500, plus any expenses or disbursements incurred by us or to which we are committed at the date of termination; and

11.2.3 all outstanding invoices, if any.

11.3. Any work performed prior to the termination as set out in Clause 11.2 above shall be calculated on the basis of an hourly rate of SGD500 per hour (or part thereof), unless otherwise agreed, subject to a minimum of SGD500 being chargeable.

11.4. If you have already paid for all of part of the Services before you terminate the Services, we are entitled to deduct the fees and charges in relation to Clause 11.2 from such amounts paid to us.

11.4. The following Clauses will survive termination of these Terms in perpetuity: Clauses 8, 9, 10, 11, 12.1 to 12.3 (inclusive), and 12.10.

## 12. Other Matters

### Retention and deposit of documents

12.1. It is FirstCOUNSEL's policy to retain and archive files and documents after Solution(s) are provided / delivered for a period determined by FirstCOUNSEL and/or as required by law.

12.2. FirstCOUNSEL accepts no responsibility or liability to You for any loss or damage at all caused by any failure by FirstCOUNSEL to retain files and/or documents for any period after Solution(s) have been provided / delivered.

### Notices and electronic mail

12.3. Notices must go to the official address each party has nominated. In FirstCOUNSEL's case, please send it to [hello@firstcounsel.co](mailto:hello@firstcounsel.co)

12.4. You agree that FirstCOUNSEL may communicate with You by email sent without encryption over the Internet.

12.5. FirstCOUNSEL will not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments.

12.6. FirstCOUNSEL will not be responsible for the effect on any computer system of any emails, attachments or viruses which may be transmitted by this means.

### Authority

12.7. By accepting and agreeing these Terms, You hereby represent, warrant and undertake to FirstCOUNSEL that You have all the authority needed for You to accept and agree to these Terms.

12.8. You acknowledge and agree that FirstCOUNSEL can and will rely upon the representation, warranty and undertaking at Clause 12.7.

### Compliance with laws / governing law and jurisdiction

12.9. If FirstCOUNSEL or You are required to do something by law then FirstCOUNSEL will do it and so will You. This includes compliance with data protection and other applicable laws.

12.10. These Terms are governed by and construed in accordance with the laws of Singapore.

12.11. Any disputes hereunder (hopefully none) shall be settled exclusively subject to the jurisdiction of a competent court in Singapore.

12.12. These Terms are drawn up in English and all correspondences must be in English.

### Applicability of Terms / entire agreement / amendment.

12.13. These Terms apply to the delivery / provision of the Solution(s) to the exclusion of all other terms and conditions. If FirstCOUNSEL needs to make changes to these Terms, FirstCOUNSEL will email You with the revised Terms.

12.14. Any changes that are made pursuant to Clause 12.13 will be deemed to amend these Terms and You accept this.

12.15. These Terms make up the entire agreement between You and FirstCOUNSEL with regard to the provision of Solution(s) and Your customer relationship with FirstCOUNSEL.

### No assignment / novation without consent

- 12.16. Neither party may assign or novate these Terms / Your customer arrangement (as applicable) without written consent of the other party, such consent will not be unreasonably withheld.

**No waiver unless in writing**

- 12.17. If You or FirstCOUNSEL do not insist on or enforce strict performance of these Terms, it does not mean that FirstCOUNSEL or You (as applicable) has waived its right to do so.
- 12.18. A waiver of any right or remedy under these Terms or by law must be given in writing and shall not be deemed a waiver of any subsequent breach or default.

**No third party rights**

- 12.19. These Terms shall not be interpreted or construed to give rights or remedies to any third parties.

**Force majeure**

- 12.20. If there is a force majeure event that prevents either party performing its obligations under these Terms then that will not be a breach scenario. This includes all events which are outside either Your or FirstCOUNSEL's reasonable control (e.g. acts of God, civil unrest, political situations etc.).

**Severance of terms**

- 12.22. If any part of these Terms is or becomes unenforceable, these Terms shall be deemed modified to the minimum extent necessary to make them valid and enforceable.
- 12.23. If such modification is not possible, the relevant provision(s) shall be deemed deleted and shall not affect the validity and enforceability of the rest of these Terms.