

## FUNDRAISING AGREEMENT

THIS FUNDRAISING AGREEMENT (the "Fundraising Agreement") is made between (a) DREAMAKER EQUITY CROWDFUNDING COMPANY LIMITED, a private limited company incorporated under the laws of Thailand having its registered address located at 219/2 Soi Asok Sukhumvit 21 (Asok) Road Khlong Toei Nua, Vadhana, Bangkok 10110,; and (b) **you**, as a user of the Platform who intend to raise fund through the issuance of the newly issued Securities to the relevant investors who expressed their intention to invest.

In this Fundraising Agreement, Dreamaker Equity Crowdfunding Company Limited, and you shall each be referred to as a "Party", and collectively as the "Parties"

### RECITALS:

- A. Dreamaker Equity Crowdfunding Company Limited provides Services through a Platform.
- B. You wish to join the Platform with an aim to make an offer to the Investor for purchasing Securities.

This Fundraising Agreement sets out terms of the relationship between Parties.

### 1. DEFINITIONS

1.1 In these terms and conditions, the following words and phrases shall have the following meanings:

"Account" means the account that we have set up for you and granted to you pursuant to your application;

"Applicable Law" means the laws, rules, regulations, bye-laws, customs, usages, practices, rulings, interpretations, directives, directions, decisions, guidelines, notices, practice notes and circulars of all applicable regulatory bodies and agencies or self-regulatory organizations for the time being in force;

"Authorized Persons" in respect of any Account belonging to a non-natural person means, where applicable, your officers, employees, authorized persons, agents, service providers, sub-contractors or delegates or any other persons you have provided authority to access and use the Platform through your Account on behalf of you, and as notified to us in accordance with the terms of the Agreement, and shall include Key Person(s) and Manager;

"Business Day" refers to a day (excluding Saturdays, Sundays and public holidays) on which banks generally are open in Thailand for the transaction of normal banking business;

"Campaign" refers to the event in which you invite applications in Thailand from Investors for the subscription of Securities issued by you;

"Campaign Close" means the end of the Campaign, which is stipulated in each of the Campaign;

"Campaign Documents" means any information, documents or materials in connection with any Campaign or you which we post on the Platform on your behalf or otherwise provide to Investors;

"Campaign Period" in connection with any particular Campaign means the period from the start of the Campaign to the Campaign Close during which an Investor may submit a Tender via the Platform, provided always that each Campaign shall not be longer than 90 Days from the start of the Campaign;

"**Client Account**" means the bank account which we maintain with a licensed financial institution to hold monies belonging to the Investors;

"**Conflict of Interest**" has the meaning ascribed to it in the relevant SEC Regulations issued or to be issued by the SEC;

"**Eligible Tenders**" means all Tenders received via the Platform which meets the eligibility criteria as set out in Clause 5.1(b);

"**Investor**" means a person in Thailand who (i) accesses and uses the Platform to view or evaluate any information regarding any Campaign or other matters and/or (ii) has made or intends to make a Tender;

"**Issuer**" means such a limited company, public limited company or any other entities which have made an invitation to Investors in Thailand to make a Tender by posting a Campaign on the Platform, in this particular case, including You;

"**KYC**" means know-your-customer measures to be undertaken pursuant to the Applicable Law;

"**Losses**" shall include any liability, damage, loss, compensation, award (including any tribunal award), cost, legal expenses, other professional fees, proceedings, actions, demands, expense, taxation, charge, fine, penalty or outgoing;

"**Platform**" means the online platform (accessible at <https://www.dreamaker.co.th>) and/or mobile applications operated by us;

"**Securities**" in the context of the Platform, refers to shares or any other types of securities as permitted by the SEC Regulations that you will be issued to the Investor who subscribe to invest in the applicable Campaign;

"**Services**" has the meaning ascribed to it in the Terms of Services;

"**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;

"**Target Offering Amount**" means the amount of fund as specified by the Issuer, the value of which must be met by the end of each Campaign Period in order for the Campaign to be considered as successful;

"**Tender**" means an offer made by an Investor in Thailand to subscribe for any Securities to be issued by an Issuer pursuant to any Campaign posted on the Platform;

"**Tender Amount**" means the total price that an Investor is willing to pay to subscribe for such number of Securities in connection with any particular Campaign;

"**Terms of Services**" means the last applicable general terms and conditions which apply to all users of the Platform;

"**we**", "**us**", "**ours**" or any of its derivatives refer to Dreamaker Equity Crowdfunding Company Limited; and

"**you**", "**your**", "**yours**" or any of its derivatives refer to you, who is using or accessing the Platform or seeking to do so in your capacity as an Issuer.

1.2 Unless stated otherwise in these terms, capitalized terms used in this Fundraising Agreement have the same meanings as defined in the Terms of Services.

## 2. GENERAL PROVISION

2.1 These terms and conditions shall apply to you in addition to, and form part of, the Terms of Services (collectively, the "**Agreement**") where you are accessing and using the Platform as an Issuer.

2.2 .By signing in and submitting the Campaign to the Platform, you shall be deemed irrevocably and unconditionally accept and agree to be bound by this Fundraising Agreement; provided that you acknowledged and understand that your acceptance and agreement to this Fundraising Agreement shall be pre-requisite conditions to the process that we will start reviewing the Campaign and the relevant Campaign Documents from you.

### 3. ISSUER ELIGIBILITY

3.1 Your membership and use of the Platform as an Issuer is subject to you meeting the eligibility criteria below (unless waived by us and notified to you):

- (a) you have completed the requisite application and registration process under the Terms of Services;
- (b) you are a limited company or public company incorporated under Thai law;
- (c) you have clear business operation or project and have intention to operate such business or project with the proceeds raised from the Platform;
- (d) you have never issued a private placement or a public offering and have no share listed on the Stock Exchange of Thailand;
- (e) if you operate your business by holding shares in a limited company or public limited company in the amount not less than 50 percent of the total voting right in the invested company, and does not have any other significant business, the invested company shall possess the qualifications in (b), (c), and (d);
- (f) you have never been sentenced to penalty by the SEC and have never committed any offenses under the SEC Regulations;
- (g) you have furnished all required documents and information that we required from you;
- (h) you have passed our KYC checks in accordance with our internal procedures and process;
- (i) you do not have any Conflict of Interest with us, our related person and/or other members, unless certain criteria and conditions as described in the SEC Regulations are met; and
- (j) you satisfy any other eligibility criteria which we impose on any Issuer as determined by us in our absolute discretion.

### 4. USE OF THE PLATFORM

4.1 In order to make an offer to the Investor for purchasing Securities through the Platform, you will need to follow the process set forth in the relevant section of the Platform. This process requires you to provide answers to a series of questions about the business, your directors and your managements, along with evidence to support certain answers, and it also allows you to upload certain video and other files if we, with our absolute and final discretion, deems appropriate and necessary for the purpose of protecting the Investor.

4.2 We will review information referred to in Clause 4.1 and we will conduct, including but not limited to, the legal, financial and business due diligence in order for us to run the background check to ensure that you meet the eligibility criteria referred to in Clause 3.1.

4.3 Once you have been accepted by us as a user of the Platform in your capacity as an Issuer, you shall be entitled to provide us with information on your Campaign(s) as specified in Clause 4.4 with a view to us posting your Campaigns on the Platform in

accordance with such rules and procedures as we may determine from time to time, and subject always to our acceptance of your Campaign(s) for posting.

4.4 You shall provide us with the following information in the form or format which we may prescribe from time to time with respect to each Campaign:

- (a) the type of Securities which you intend to issue to prospective Investors;
- (b) the Target Offering Amount;
- (c) the Campaign Period, provided that in case you have the intention to close the Campaign Period before the lapse of the Campaign Period if the Investors have subscribed all the Securities being offered under the Campaign, the notification shall be made to us clearly in the Campaign Documents and in such circumstance, you shall notify us at least 5 days prior to the intended Campaign Close to proceed with early close of offering.
- (d) the offering price;
- (e) the allocation method;
- (f) risks associated with the Securities, including but not limited to the warning that the Securities under the Campaign are illiquid due to the fact that there is no secondary market at this moment or may be subject to transfer restriction;
- (g) Campaign Documents;
- (h) information about you or the Securities as required by us, including but not limited to financial statements for the past 3 years, company valuation and pre-money valuation, and material agreement entering into any persons; and
- (i) such other information as requested by us, including, but not limited to, all material information which an investor would reasonably require in order to make an informed decision regarding the Securities being offered pursuant to a particular Campaign.

4.5 You shall provide your full cooperation in finalizing the terms of any Campaign and the relevant Campaign Documents in the agreed form for posting on the Platform, and such cooperation shall include, but is not limited to, providing any information and documents which we may request for; making any modifications to the Campaign or submitting additional evidence.

4.6 Notwithstanding the above, by setting up an Account or granting you access to use the Platform or receiving information from you regarding your Campaign(s), we are in no way guaranteeing or providing any warranty to you that we will accept your Campaigns or post your Campaigns on the Platform. We retain absolute discretion in determining whether to accept your Campaigns for posting on the Platform, proposing any changes to be made to Campaign Documents or rejecting any Campaign Documents for posting on the Platform.

4.7 In addition to the terms set out in the Terms of Services, by providing us with information relating to you, your Authorized Persons, your beneficial owners or your Account, you authorize us to post information regarding your Campaigns or you on the Platform and to disclose the following information to other users of the Platform:

- (a) terms of the Campaign in the agreed form prepared by us;
- (b) all Campaign Documents in the agreed form that we have confirmed and validated;
- (c) any other information relating to you, your Authorized Persons and beneficial owners; and

- (d) such other information as agreed between us from time to time.
- 4.8 You shall provide us with information relating to the sale of Securities being offered under the Campaign within 7 days after the Campaign Close (or within the time period as notified otherwise by us) with the details as specified under the SEC Regulations.
- 4.9 You shall provide us with the progress of the use of proceeds raised from the Campaign(s) through the Platform from time to time in the form and timeline as defined under SEC Regulations and shall indemnify us from any claim or demand that may be raised from your failure to comply with this particular requirement.
- 4.10 You shall provide us with the ongoing disclosure after the Campaign Close, any material changes in the Issuer or the offering and any material incidents which may affect or be likely to affect the rights and interest of the Investors with the details as specified under the SEC Regulations. If you refuse or fail to provide us with the above information, we may notify the SEC.
- 4.11 You shall provide us with the financial statements within 45 days after each fiscal year-end.

## 5. TENDER PROCESS

- 5.1 You acknowledge and agree that the following terms apply to all Campaigns, unless we agree otherwise in writing:
  - (a) Investors shall be entitled to submit a Tender on the Platform for any Campaign, at any time during the Campaign Period;
  - (b) Tenders submitted by Investors will only be eligible for acceptance ("**Eligible Tenders**") if the following conditions are met:
    - (i) the Tender submitted by the eligible Investor as defined under the relevant Terms of Services and other agreement as determined and imposed by us;
    - (ii) the Tender submitted contains all minimum information required as determined by us; and
    - (iii) such other conditions as may be imposed by you or us and as indicated in the Campaign posted on the Platform.
- 5.2 You irrevocably authorize us to:
  - (a) determine if a Tender constitutes an Eligible Tender;
  - (b) reject all Tenders that do not qualify as Eligible Tenders; and
  - (c) apply a first-come, first-served allocation process, except defined otherwise by you in the Campaign Documents and agreed by us pursuant to the terms and conditions set under SEC Regulations.
- 5.3 You hereby confirm that you unconditionally accept and agree to be bound by the results of the allocation process described in Clause 5.2 above. You acknowledge and agree that we retain absolute discretion over the proprietary allocation process and may change, amend or vary such process without prior notice to you.
- 5.4 You confirm and acknowledge that we are not obliged to accept any Eligible Tender on your behalf, and you authorize us to reject any Eligible Tenders in our absolute discretion. Further, the receipt of any Eligible Tender through the Platform shall not constitute any legal obligation on our part to accept, process or fulfill the Tender, and such Tender may be rejected or revoked by us in our absolute discretion at any time.

- 5.5 You authorize us to revoke any Campaign if the total Eligible Tenders received by the end of the Campaign Period does not meet the Target Offering Amount, or for any other reasons which we may reasonably determine.
- 5.6 We do not warrant or guarantee the number of Tenders or Eligible Tenders received or that a Campaign will be successful.
- 5.7 If the number of Eligible Tenders received does not meet the Target Offering Amount by the Campaign Close, the Campaign shall be deemed unsuccessful. In such event, we will withdraw your Campaign from the Platform without any liability whatsoever to you, and we will cease with immediate effect to act on your behalf in soliciting for any Tenders to subscribe for your Securities, unless we agree otherwise in writing. In such event, you undertake that you shall not solicit for Tenders to subscribe for your Securities via the Platform, represent that we act on your behalf with respect to the Campaign, or do anything contrary to the withdrawal of the Campaign.
- 5.8 You undertake that you shall execute such other agreement, document, deed or instrument and take any other actions as may be reasonably required and co-operate with us to complete the issuance of Securities to the relevant Investors. Without limitation, this may include signing any certificate of ownership or instruments or signing any shareholders' agreement.
- 5.9 We will disburse all payments which the custodian receives from the relevant Investors to fund their investment amounts into your bank account which you last notified us within [five Business Days] of processing of the payments from the Investors after the Campaign Close. We shall be entitled to offset any outstanding fees, commissions or expenses due from you to us from the proceeds of all payments received from the relevant Investors, prior to disbursing payment to you.

## **6. YOUR DUTIES AND RESPONSIBILITIES**

- 6.1 You shall, before submitting any request for us to consider your Campaign for posting on the Platform, make such additional confirmations or declarations on the Platform as we may request. It is your responsibility to read and understand all information contained in such confirmations or declarations, and to ensure that all confirmations, declarations or information that you provide to us is true, accurate and complete and not misleading in any material particular.
- 6.2 It is your responsibility to provide us with complete and sufficient information on your Campaign in accordance with good industry practice (including the relevant Campaign Documents) in order to ensure that we can effectively consider whether to accept and post your Campaign on the Platform, and to allow Investors to assess you and your Securities and determine whether or not to subscribe for your Securities. You agree to provide your full cooperation in providing such information as we or any Investor may require, and such cooperation shall include, but is not limited to, answering any queries which Investors may have. You shall ensure that all information, data, documents or materials provided to us are true, accurate and complete, and not misleading in any material particular.
- 6.3 It is your responsibility to ensure that all information, data, materials or documents relating to your Campaign which are posted on the Platform or otherwise provided to Investors are true, accurate, complete and not misleading in any material particular and are up to date. You acknowledge that the Investors will rely on information, data, materials or documents relating to your Campaign which are posted on the Platform or otherwise provided to Investors and you must immediately notify us if you become aware or believe that there is any error or inaccuracy in any such information, data, materials or documents.
- 6.4 You acknowledge that the issuance of Securities is subject to this Fundraising Agreement.
- 6.5 Without prejudice to Clause 15.4 of the Terms of Services, you shall indemnify us against any Losses we may suffer (including any claims or demands from any Investor) which arises directly or indirectly from any breach of the Campaign or any other acts, omissions or default on your part, including any failure by you to ensure that all information, data, materials or documents relating

to your Campaign which are posted on the Platform or otherwise provided to Investors are true, accurate, complete, up to date and not misleading in any material particular.

## **7. REPRESENTATIONS AND WARRANTIES**

7.1 You represent, undertake and warrant the following:

- (a) you are making an invitation to Investors to make an offer to subscribe for your Securities on your own behalf as principal; and not as nominee or on behalf of any other persons, and the Securities will be issued by you as principal;
- (b) any invitation to Investors to make an offer to subscribe for your Securities is carried out in reliance of the SEC Regulations. You shall not share, circulate, distribute or disseminate any information, document or material relating to any Campaign or yourself, or any other information, document or material which you obtain from your access of the Platform, to any other person, or otherwise publicize or advertise any Campaign in an illegal manner, whether in Thailand or elsewhere;
- (c) if you will make a subsequent offering through the Platform in the future, you shall do so in accordance with procedures under Applicable Laws and this Fundraising Agreement;
- (d) you are not making an offer or invitation to any Investors outside Thailand to make an offer for your Securities, and you shall not use the Platform or any of the Services for such purpose. It is your sole responsibility to ensure that you comply with securities offering regulations under Applicable Laws;
- (e) you shall promptly notify us if an Investor contacts you to request for details relating to your Campaign;
- (f) you shall not carry out any actions or do anything or enter into any arrangements to effect any actions or anything which may contradict any information relating to your Campaign as posted on the Platform (including restructuring, change of board members and disposal of assets) without first informing us;
- (g) in the event that you do not or cease to meet the eligibility criteria as defined under this Fundraising Agreement, including without limitation the eligibility defined under Clause 3.1, you shall immediately notify us and cease to access the Platform and we shall be entitled to withdraw your Campaign with immediate effect; and
- (h) all information that you provide or submit to us, including any Campaign Documents, is true, accurate and complete and not misleading in any material particular.

7.2 Without prejudice to Clause 15.4 of the Terms of Services, you shall indemnify us for any Losses that we may suffer that is caused directly or indirectly by your breach of any representation, undertaking and warranty in Clause 7.1.

7.3 Upon your Campaign being withdrawn for any reason, you shall immediately return and destroy all information, documents, data or materials relating to any Investor which you obtained from your access or use of the Platform. Upon request, you shall without delay, provide a confirmation to us in writing of such destruction.

## **8. DISCLAIMERS AND EXCLUSION OF LIABILITY**

8.1 You acknowledge and agree that:

- (a) our role is to invite, on behalf of you, potential Investors to make an Tender, through a streamlined process via the Platform. We are not and do not hold ourselves out as your adviser (financial, investment or otherwise) or as your investment manager and we do not owe you any other fiduciary duties or obligations;

- (b) we do not make any representations or provide any warranty or guarantee that any Campaign will be successful or that you will receive sufficient Tenders or Eligible Tenders to meet the Target Offering Amount or any other minimum thresholds;
- (c) we do not make any representations or provide any warranty or guarantee that Investors will fulfill their obligations with respect to any Tenders or perform their obligations with respect to the Securities, including making any payments due to you;
- (d) we are not obliged to accept your Campaign, or to procure any funding for you and we are not making any representation, warranty or guarantee on the availability of any funding; and
- (e) you are solely responsible for ensuring that you fulfill all obligations in relation to your Securities, including complying with the Agreement.

## **9. GENERAL**

For the avoidance of doubt, Clause 11 (*Charges and Fees*), Clauses 15 (*Disclaimer and Liabilities*), Clause 16 (*Notice*) and Clause 17 (*General*) of the Terms of Services shall apply.