

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (the "**Service Agreement**") is made between:

- (1) **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;
- (2) **You**, as a user of the Platform.

In this Service 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 invest in Securities through a Platform.

This Service 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;

"**Agreement**" shall mean the Membership Agreement, these terms and conditions and, all other agreements that may be applicable to you in respect of your access to and use of the Platform;

"**Allocation Letter**" has the meaning given to it in Clause 4.12;

"**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 juristic 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 this Agreement, and shall include Key Persons and Managers;

"**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 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 Issuer which is posted on the Platform or otherwise provided to you;

"**Campaign Period**" in connection with any particular Campaign means the period from the start of the Campaign to the Campaign Close during which you 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;

**"Campaign"** refers to the event in which an Issuer invites applications in Thailand from you for the purchase of Securities issued by the Issuer;

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

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

**"Cooling-Off Period"** means a period during which you have the right to cancel the Tender free of charge at any time except where the Campaign Period remains less than 48 hours. In case that a significant change concerning the information of the Issuer or the Campaign disclosed occurs when the Campaign Period remains less than 48 hours, you have the right to cancel the Tender within 5 days as from the date on which we notify such information to you.

**"Eligible Tenders"** means all Tenders received via the Platform which meets the eligibility criteria as set out in Clause 4.7;

**"Fundraising Agreement"** means the last applicable general terms and conditions which apply to all users being Issuers in addition to the Membership Agreement;

**"High Net Worth Investor"** means: (i) a juristic person having shareholder equity in accordance with the latest financial statements audited by auditor not less than Baht 100 million, or having direct investment not less than Baht 20 million (or not less than Baht 40 million including deposits) in securities or derivatives in accordance with the latest financial statements audited by auditor; or (ii) a natural person when combining with spouse having net asset value not less than Baht 50 million, excluding real estate used as permanent residence of such person, having annual income not less than Baht 4 million, or having direct investment not less than Baht 10 million (or not less than Baht 20 million including deposits) in securities or derivatives. In case of any changes in the above meaning, this defined term shall have the meaning specified in the relevant SEC Regulations in effect.

**"Investment Amount Range"** means the minimum and maximum investment amounts that you are allowed to tender to an Issuer for such number of Securities in connection with any particular Campaign;

**"Institutional Investor"** means: (i) Bank of Thailand; (ii) a commercial bank; (iii) a bank established under specific law; (iv) a finance company; (v) a credit foncier; (vi) a securities company; (vii) a non-life insurance company; (viii) a life insurance company; (ix) a mutual fund; (x) a private fund managed by a securities company for investment of investor under (i) to (ix) or (xi) to (xxv); (xi) a provident fund; (xii) Government Pension Fund; (xiii) Social Security Fund; (xiv) National Saving Fund; (xv) Financial Institution Development Fund; (xvi) a derivatives business operator under the law on derivatives; (xvii) a futures business operator under the law on agricultural futures trading; (xviii) an international financial institution; (xix) Deposit Protection Agency; (xx) Stock Exchange of Thailand; (xxi) a juristic person in the category of statutory corporation; (xxii) a juristic person whose shares are held by person(s) under (i) to (xxi), in aggregate, exceeding 75 percent of all shares with voting rights; (xxiii) a foreign investor having similar characteristics to person under (i) to (xxii); (xxiv) a fund manager or a derivatives fund manager under the Notification of the Office of the Securities and Exchange Commission re: Rules on Personnel in the Capital Market Business; or (xxv) any other investors as specified by the SEC. In case of any changes in the above meaning, this defined term shall have the meaning specified in the relevant SEC Regulations in effect.

**"Issuer"** means such a limited company, public limited company or any other entities which have made an invitation to you to make a Tender by posting a Campaign on the Platform;

**"Key Persons"** has the meaning ascribed to it in the Membership Agreement;

**"KYC"** means know-your-customer measures;

"**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;

"**Manager**" has the meaning ascribed to it in the Membership Agreement;

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

"**Platform**" means the online platform (accessible at [●]) operated by us;

"**Private Equity Firm**" means a firm which: (i) have been established with the purpose of joint investment by 2 or more partners which are only Institutional Investor or High Net Worth Investor, provided that such establishment is not the manner of private trust; (ii) have assigned any person to manage portfolio of the firm; and (iii) have a policy to invest in any other business by entering into the investment agreement in shares or financial support creating the rights to obtain shares of such business and having also involved in supervising business plan, operating business or improving business operation or any other activity which reflect an active role in such business operation. In case of any changes in the above meaning, this defined term shall have the meaning specified in the relevant SEC Regulations in effect.

"**Qualified Investor**" means an investor being: (i) an electronic service provider supporting fundraising (including but is not limited to a licensed provider of crowdfunding portal); (ii) a natural person who has invested in stocks directly for at least 1 year, and has the net asset value (combining with his or her spouse's asset value) of at least Baht 50 million, excluding real estate used as permanent residence of such person, or has an annual income (including his or her spouse's annual income) of at least Baht 4 million; or (iii) a person who has knowledge and expertise in business operation or investment, or has assessed the value of business operator, or has given advice for business development for at least 3 years (e.g. financial advisor, analyst, business incubator, director or executive responsible for investment of Institutional Investors or business executive), and has at least Baht 5 million invested directly in stocks. In case of any changes in the above meaning, this defined term shall have the meaning specified in the relevant SEC Regulations in effect.

"**Receipt**" has the meaning given to it in Clause 4.13;

"**Securities**" in the context of the Platform, refers to shares or any other types of securities as permitted by the SEC Regulations;

"**Service Agreement**" means these general terms and conditions which apply to all users being Investors in addition to the Membership Agreement;

"**Services**" has the meaning ascribed to it in the Membership Agreement;

"**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;

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

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

"**Venture Capital Business**" means a company incorporated under Thai law of which main objective is to operate a venture capital business. In case of any changes in the above meaning, this defined term shall have the meaning specified in the relevant SEC Regulations in effect.

"**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 Investor.

- 1.2 Unless stated otherwise in these terms, defined terms used here shall have the same meaning as ascribed to them in the Membership Agreement.

## 2. GENERAL PROVISION

- 2.1 These terms and conditions shall apply to you in addition to, and form part of, the Membership Agreement (collectively, the "**Agreement**"), where you are accessing and using the Platform as an Investor. For the avoidance of doubt, if you are accepted as a user of the Platform in your capacity as an Issuer as well, the Fundraising Agreement shall apply to you when using the Platform as an Issuer.

- 2.2 Upon the execution of this Service Agreement, you represent and undertake and are deemed to have read and accepted the terms of this Service Agreement.

## 3. INVESTOR ELIGIBILITY

- 3.1 Your membership and use of the Platform as an Investor 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 Membership Agreement;
- (b) you have passed our KYC checks in accordance with our internal procedures and process and such other criteria as may be determined by us and notified to you from time to time in accordance with our internal procedures and processes;
- (c) you have passed the investment knowledge;
- (d) 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;
- (e) where you are an individual, you:
  - (i) are at least 18 years of age;
  - (ii) are not an undischarged bankrupt;
  - (iii) have valid identification (i.e. identification card or passport);
  - (iv) have a permanent residential address in Thailand;
  - (v) have a valid local contact number;
  - (vi) have a valid email address;
  - (vii) have a local bank account with a licensed bank in Thailand; and
  - (viii) have furnished all required documents and information that we require from you;
- (f) where you are a non-individual, you:
  - (i) are a limited company or public limited company incorporated under Thai law;
  - (ii) have a valid local address;
  - (iii) have a valid local contact number;
  - (iv) have a valid email address;
  - (v) have a local bank account with a licensed bank in Thailand; and

- (vi) have furnished all required documents and information that we require from you;
- (g) where you are the Institutional Investor, you possess the required qualifications prescribed in Clause 1.1;
- (h) where you are the Private Equity Firm, you possess the required qualifications prescribed in Clause 1.1;
- (i) where you are the Venture Capital Business, you possess the required qualifications prescribed in Clause 1.1;
- (j) where you are the Qualified Investor, you possess the required qualifications prescribed in Clause 1.1.

#### 4. TENDER PROCESS

- 4.1 By signing up to be a member of the Platform, you expressly indicate your interest to be shown Campaigns submitted by any Issuers on the Platform.
- 4.2 Once you have been accepted by us as a user of the Platform in your capacity as an Investor, you shall be entitled to participate in any Campaign posted on the Platform (unless we notify you otherwise), by submitting a Tender on the Platform for any Campaign at any time during the Campaign Period.
- 4.3 Prior to submitting a Tender, if you are not an Institutional Investor, Private Equity Firm, Venture Capital Business nor Qualified Investor, you shall have passed the investment knowledge no longer than 3 months.
- 4.4 You acknowledge that by submitting a Tender, you represent and undertake and are deemed to have read, and agreed to this Agreement.
- 4.5 You shall submit your Tender through the Platform, and your Tender shall at minimum include the following details:
  - (a) the Tender Amount that you are willing to pay for the Securities;
  - (b) the Tender must be irrevocable Tender, except during the Cooling-Off Period; and
  - (c) such other information as we or the Campaign may require.
- 4.6 You shall pay the Tender Amount into the Client Account within one day after the submission of the Tender.
- 4.7 A Tender submitted by you via the Platform will be eligible for acceptance by the Issuer at any time during the Campaign Period, provided that:
  - (a) the Tender submitted contains all minimum information required as determined by us in our sole discretion;
  - (b) the Tender Amount falls within the Investment Amount Range for the Campaign;
  - (c) such other conditions as may be imposed by the Issuer and as indicated in the Campaign posted on the Platform,(collectively the "**Eligible Tenders**" and each an "**Eligible Tender**").
- 4.8 Except during the Cooling-Off Period, any Tender made by you shall be irrevocable. You agree that all Tenders that you make are final and cannot be withdrawn, unless and until we have notified you that your Tender is not accepted.
- 4.9 In the event that an Issuer receives your Eligible Tender, you acknowledge that we have the authority to apply a first-come, first-served allocation process.

- 4.10 You hereby confirm that you unconditionally accept and agree to be bound by the results of the allocation process described in Clause 4.9 above. You acknowledge and agree that we retain absolute discretion over the allocation process and may change, amend or vary such process without prior notice to you.
- 4.11 You confirm and acknowledge that we and the Issuer are not obliged to accept any Eligible Tender. Further, the acceptance of any Eligible Tender through the Platform shall not constitute any legal obligation on our or the Issuer's part to process or fulfill the Tender, and such Tender may be rejected or revoked by us or the Issuer in our absolute discretion at any time. We do not warrant or guarantee the acceptance of your Tenders, even if they constitute Eligible Tenders.
- 4.12 We will notify you whether or not your Tender has been accepted and whether any allocation has been made to you ("**Allocation Letter**") by [your email]. The Allocation Letter shall set out the Investment Amount and the details in respect of the payment and settlement of the Investment Amount.
- 4.13 A receipt will be issued to you to confirm our receipt of your Investment Amount ("**Receipt**").
- 4.14 The Issuer will take such actions to record your interest in the Securities, and you consent to your name being disclosed in the relevant Issuer's register book upon the completion of a Campaign. We are not responsible and do not warrant completion of the issuance of the Securities or that the Issuer will do all acts required to register your ownership in the Securities.
- 4.15 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 or the Issuer to complete the issuance of Securities to you. Without limitation, this may include signing any certificate of ownership or instruments or signing any shareholders' agreement.

## **5. YOUR DUTIES AND RESPONSIBILITIES**

- 5.1 You shall, before submitting a Tender, make such additional confirmations or declarations on the Platform as we may request. Such declarations may include without limitation, confirmation on your eligibility and acknowledgement of the risks associated with the specific Campaign. 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.
- 5.2 You shall, upon receipt of an Allocation Letter, and no later than the funding deadline specified in the Allocation Letter, ensure that the Investment Amount is transferred into the Client Account. You understand and acknowledge that no leverage, financing or loans shall be extended by us to you to fund any Tender.
- 5.3 You hereby authorize us to deduct any monies held in the Client Account on behalf of yourself, whether under custodian or any other means which are allowed under Applicable Laws, without notice to you, to make any payments due to any Issuer or us.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1 You represent, undertake and warrant the following:
- (a) any Tender that you make is made on your own behalf and not on behalf of any other person;
  - (b) you shall not share, circulate, distribute or disseminate any information, document or material relating to any Campaign or the Issuer, or any other information, document or material which you obtain from your access of the Platform, to any other person, or otherwise publicise or advertise any Campaign in an illegal manner, whether in Thailand or elsewhere;

- (c) you are not making a Tender and/or subscribing for Securities with a view to offering such Securities for sale to any other persons, unless the subsequent offer resulting in the subsequent sale is made in accordance with any Applicable Law. You shall comply with any resale restrictions imposed under Applicable Laws;
  - (d) in the event that you do not or cease to meet the eligibility criteria, you shall immediately notify us and cease to access the Platform (including viewing any Campaign or submitting any Tender); and
  - (e) all information that you provide or submit to us, including any additional confirmations or declarations which we require from you before submitting a Tender, is true, accurate and complete and not misleading in any material particular;
- 6.2 You acknowledge that any Campaign posted on this Platform is for the purpose of inviting applications from Investors in Thailand to purchase Securities to be issued by the relevant Issuer. None of the Issuers and us are (whether as principal or agent) making an offer to any person outside Thailand, or inviting any person outside Thailand to make an offer to subscribe for or purchase Securities. Nothing in this Agreement, the Platform or the Services shall be construed to amount to or to facilitate any offering of Securities outside Thailand.
- 6.3 Without prejudice to Clause 15.4 of the Membership Agreement, you shall indemnify us and the Issuer for any Losses that we may suffer that is caused directly or indirectly by your breach of any of the representation, undertaking and warranty in Clause 6.1.
- 6.4 Upon the occurrence of the event in Clause 6.1(d), you shall immediately return and destroy all information, documents, data or materials which you obtained from your access or use of the Platform (including any Campaign Documents). Upon request, you shall without delay, provide a confirmation to us in writing of such destruction. Any prior acts which you may have carried out on the Platform after the occurrence of the event in Clause 6.1(d) shall be deemed to be revoked by you and is invalid unless we agree otherwise. You shall permit us to take any actions as required to achieve the aforementioned effect.

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

- 7.1 Resale Restrictions. You acknowledge that any Securities that you subscribe for will be subject to resale restrictions. It is your own responsibility to acquaint yourself with the resale restrictions and to comply with the same as required by Applicable Laws.
- 7.2 We are not your adviser. You acknowledge that:
- (a) we act for the Issuers and not you. Our role is to invite, on behalf of the Issuers, potential Investors to make a 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. We do not owe you any fiduciary duties or obligations;
  - (b) any Campaign Documents, and any other contents, information, data or materials relating to the Campaign or the Issuer have been prepared solely by the relevant Issuer and are only provided by us on behalf of such Issuer. Other than information provided on behalf of an Issuer, you shall not rely on any information provided by us and contained on the Platform in making an investment or other decision, but shall obtain appropriate specific professional advice in connection therewith. Nothing contained on the Platform constitutes or should be construed to constitute investment, legal, tax or other advice;
  - (c) in making a decision to make a Tender, you must rely on your own examination and assessment of the Issuer, and the terms of the Campaign, including the merits and risks involved in the Securities. We have neither done nor completed any audit or due diligence on any Issuer for the benefit of any Investor. You are aware that you have the responsibility to conduct your own due diligence for any investments conducted through the Platform, and should you be in any doubt as to actions to be taken, you should consult your own legal, financial, tax or other professional advisers;

- (d) the information contained on the Platform or otherwise provided by us to you shall in no way be construed to constitute a recommendation or an endorsement with respect to the Campaign or the Issuers. Nothing on the Platform or any actions taken by us is intended to operate or be construed as any advice or recommendation to you to make a Tender; and
- (e) we are in no way making a representation or warranty as to the Issuers, the ability of the Issuers to pay, and their credit risk, and we are in no way liable for the obligations and debts of Issuers. You are making a Tender and/or subscribing for Securities entirely at your own risk.

7.3 Issuer shall be solely responsible for the Campaign Documents. We do not make any representations or provide any undertakings or warranties that any information, data, documents or materials relating to a Campaign or an Issuer, including all contents of any Campaign Document is true, accurate, and not misleading. We accept no responsibility and disclaim all liability for any information about an Issuer or a Campaign made available to you through the Platform.

7.4 We make no warranties or guarantees. We are not and will not be a party to any of the Securities. We do not warrant that your Tender will be accepted by an Issuer, or that any Issuer will perform the terms and conditions attached to any Securities. We are not providing any warranty or guarantee that there will be sufficient Tenders to fully fund any Campaign or that there will be sufficient Issuers for you to invest or consider investments.

7.5 Investment risks. You acknowledge that the submission of any Tender or the subscription for any Securities involves risks. The risk of investing means that you may lose all or most of your investment.

Without limiting any other risk disclosures in the Campaign Documents, the risks of subscribing to any Securities through the Platform include, but are not limited to, the following:

- (a) the risk that you may lose your entire investment on such Securities, which may include shares of early-stage companies or companies without a proven track record and consequently have a high risk of business failure;
- (b) difficulty in exiting such investments, as such investments may be subject to resale restrictions under Applicable Laws, and there may not be a secondary market for them;
- (c) with respect to equities investments, the risk that you may not receive a dividend, that your shareholdings could be significantly diluted if new shares are issued, and that you will still be liable to pay, in respect of any unpaid or partly paid shares, the outstanding amount owed to the Issuer; and
- (d) there is no assurance that financial statements of Issuers will be accurate as the financial statements may not be subject to a statutory audit and as such may not accurately reflect the financial health of an Issuer.

You should seek independent professional advice if you do not fully understand the risks of investing in Securities offered on this Platform or any of the statements above.

## 8. **GENERAL**

8.1 For the avoidance of doubt, Clause 11 and Clauses 15 to 17 of the Membership Agreement shall apply.

8.2 This Service Agreement may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one instrument.



**Execution**

**IN WITNESS WHEREOF**, the Parties have executed this Service Agreement as of the date stated at the beginning hereof.

**DREAMAKER EQUITY CROWDFUNDING COMPANY LIMITED**

SIGNED for and on behalf of

**DREAMAKER EQUITY CROWDFUNDING COMPANY LIMITED**

By: \_\_\_\_\_  
Name: [●]

**WITNESS**

By: \_\_\_\_\_  
Name: [●]

**YOU**

SIGNED for and on behalf of  
**YOU**

By: \_\_\_\_\_  
Name: [●]

**WITNESS**

By: \_\_\_\_\_  
Name: [●]