

Wecap Ventures Pte. Ltd.

TERMS AND CONDITIONS

1. Introduction to these Terms and Conditions

1.1 These Terms and Conditions ("Terms") govern your use of all mobile applications, products, software, services, websites, publications, email subscriptions, and their content (collectively, the "Service") provided by Wecap Ventures Pte. Ltd. ("we," "us," or "our"). When we refer to the Service, we include any portion, aspect, or feature of our services. The terms "you," "your," and "yours" refer to you as the user of the Service.

2. Information about Us

2.1 We are Wecap Ventures Pte. Ltd., operating under the name "StockRock," a company registered under the laws of Singapore with UEN No. 202349775E. Wecap Ventures Pte. Ltd. owns the software/mobile application "StockRock" and all associated intellectual property rights, including but not limited to trademark, trade name, copyright, related rights, and patent. Wecap Ventures Pte. Ltd. has a Memorandum of Agreement with Wecap Financial Inc., a holder of a Securities and Exchange Commission ("SEC") broker/dealer in securities license and registered owner of the Philippine Stock Exchange ("PSE") Trading Right covered by the PSE Trading Right Certificate No. 21, to explore and pursue securities offering of various asset classes from offshore markets.

3. Important Notice on these Terms

3.1 By accepting these Terms through the user interface (mobile application, hereinafter referred to as the "StockRock app") or by using the Service, you acknowledge that you have read, understood, and agreed to be bound by these Terms. The latest version of these Terms will be available on our website, and it is your responsibility to regularly review all the terms.

3.2 By accessing or using the Service, you agree to accept these Terms, including any future revisions.

3.3 Additional terms, policies, agreements, and disclosures may be prescribed by us and form an integral part of these Terms ("Additional Terms"), such as Appendix 1 attached hereto. Such Additional Terms may apply to your access to and use of the Service or specific products and services offered through the Service. In case of a conflict between these Terms and the Additional Terms, the terms of the specific Additional Terms will prevail.

3.4 The Additional Terms, including agreements and disclosures, can be found at <https://www.stockrock.co/disclosures>. If you do not agree to the Terms at any time, we will not license the Service to you, and you must immediately stop using the Service.

4. Third-Party Terms and Conditions

4.1 Your access to the Service may also be subject to terms of use, privacy policies, and other agreements required by third-party providers related to the use of your device, telephone, wireless, and other services. These agreements and disclosures can be found at <https://www.stockrock.co/disclosures>.

5. Provision of Information

5.1 You agree to provide us with all necessary information, documents, and assistance to comply with our obligations under applicable laws, including anti-money laundering and countering terrorism financing requirements.

5.2 We may implement security procedures and features to verify your identity.

5.3 Your information is held in compliance with Singapore's Personal Data Protection Act 2012. If you

provide personal data of another person during the application process or any communication with us, you warrant that such person has given consent to process such data. You shall indemnify and hold us harmless against any failure to comply with applicable laws and any action, claim, or complaint from relevant authorities related to our terms and conditions, including our privacy policy.

5.4 The language of communication shall be English, and you will receive documents and information from us in English. If a document is translated into another language, the English version will prevail in case of any inconsistency.

6. Definitions and Interpretations

“Account” means any account or accounts now or hereafter opened or maintained by you with us under these Terms, which forms part of your relationship with us.

“Alpaca” means Alpaca Securities, LLC, a company incorporated in the United States. Alpaca is a registered broker dealer and a member of the Financial Industry Regulatory Authority, Inc. and the Securities Investor Protection Corporation. Alpaca is not in any way affiliated to us.

“Applicable Laws” means all relevant or applicable statutes, laws, rules, regulations, directives, circulars, notices, bye-laws, guidelines, etc. (whether of a governing body, regulatory or other authority, market, exchange, clearing house or self-regulatory organisation).

“Clearing Agent” means any clearing agent that we may from time to time appoint in our absolute discretion.

“Close-out”, in respect of a Transaction, shall mean the act of closing out such a transaction (whether by way of an offsetting transaction or otherwise) or replacing such Transaction.

“Confirmation” means the written notice which contains specific terms of a Transaction entered into between you and us.

“Data and Technology” means data (including, without limitation, market data), information, technology, connectivity, software, hardware, data processing systems, networks, electronic order entry, routing or execution systems.

“IRS” means the Internal Revenue Service, which is the revenue service of the United States federal government and is responsible for collecting taxes and administering the United States’ Internal Revenue Code.

“Money Transfer Service” means any online remittance or funds transfer facility that we may from time to time offer as a means to fund your Account. Links may be made available to you for you to engage directly with those parties, where you will establish a relationship based on their account opening requirements. You are under no obligation to use such services.

“Finmo” means Paynow Technology Pty Ltd trading as Finmo Tech, Finmo Tech Pte Ltd trading as Finmo (collectively “Finmo”). Finmo is not in any way affiliated to us.

“Transactions” shall include transactions in securities or such other transactions in the markets in the United States or such other markets that we may from time to time permit to be carried out under any Account.

6.1 The headings in these Terms are included for convenience only and shall not affect the construction of these Terms. Expressions in the singular form shall include the plural (and vice versa) and words importing the masculine shall include the feminine and neuter genders.

6.2 Where any provision is inconsistent with any Applicable Laws, the affected provision will be deemed modified or superseded by such Applicable Laws as relevant to the extent that conformity with the same is achieved and all other provisions and the provision so modified shall in all respects remain in full force and effect.

7. Information about You

7.1 You are a self-directed investor responsible for determining the suitability of your investment decisions. You acknowledge that you use the Service at your own risk, and you are solely responsible for your investment decisions.

7.2 You have access to independent resources for obtaining information about issuers, securities, exchanges, and industries influencing investment decisions. All trades and orders placed through the Service are at your sole risk and responsibility. You are responsible for evaluating the merits and risks associated with the use of the Service.

7.3 You have sufficient knowledge and sophistication to understand the economic, legal, accounting, and tax aspects of your investments or transactions.

7.4 We are not responsible for your Account strategies, actions, or losses incurred. We are not authorized to give you investment advice, and any instructions you receive from us are limited to technical or administrative guidance.

7.5 We make no representations or warranties regarding the performance or future performance of any investment or Transaction. You are responsible for your investment decisions and strategies.

7.6 You represent and undertake that you have the necessary technology skills, access, and consent to use the Service. You acknowledge that no other person has an interest in your Account(s), and you transact as the sole principal. You consent to information sharing between us and third parties, such as Alpaca and Finmo, for maintaining your Account(s) and the Service.

8. Service Availability

8.1 While we make reasonable efforts to maintain the Service, we cannot guarantee its continuous availability. We do not warrant uninterrupted, secure, or error-free functioning of the Service, and we are not responsible for any viruses or harmful components.

9. Use of Service at Your Own Risk

9.1 We reserve the right to modify, improve, discontinue, or correct any errors or omissions in the Service without obligation.

9.2 The Data and Technology are provided "As Is," and we make no representations or warranties, express or implied, regarding their performance, accuracy, accessibility, completeness, timeliness, merchantability, non-infringement, or fitness for a particular purpose. We are not responsible for any inaccuracies, errors, interruptions, or delays in the Data and Technology.

9.3 By using the Service, you acknowledge the risks associated with internet or wireless access, unauthorized interception of data, security vulnerabilities, and potential delays due to market volatility.

10. Technology Requirements

10.1 To access and use the Service, you need a functioning mobile device with the StockRock app installed. You may also access it with a personal computer equipped with internet access.

10.2 You are responsible for your device selection, installation, maintenance, and operation, as well as your internet connection's strength and stability.

10.3 You must ensure that your device, software, and telecommunications services are compatible

with the Service. We reserve the right to change system requirements. Your use of the Service may involve automatic software updates, which you agree to receive.

11. ELIGIBILITY CRITERIA

11.1 Access to the Service may be restricted to users who meet specific eligibility criteria, as determined solely by us. These criteria may change at any time. You are responsible for ensuring that your use of the Service complies with relevant international or national laws and regulations, including the market abuse regime of the Labuan Financial Services Authority. The Service is only offered in jurisdictions where it is legally permitted. Any use of the Service in jurisdictions where it is illegal is strictly prohibited.

11.2 We reserve the right to limit the availability of the Service to certain individuals, geographic areas, or jurisdictions at our sole discretion. We do not warrant that the Service is appropriate or available for use outside of the Federal Territory of Labuan, Malaysia. If you access the Service from other locations, you do so at your own risk and are responsible for compliance with local laws.

12. CONTENT

12.1 The Service may contain news, information, commentary, interactive tools, securities symbols, quotes, research reports, and financial market data ("Content"). Some of this Content may be provided by companies not affiliated with us, and the source of such third-party Content will be clearly identified. We do not endorse or approve third-party Content and do not take responsibility for its accuracy or completeness. You should independently assess the reliability of such information.

12.2 Content provided through the Service is intended for educational and illustrative purposes only and should not be considered a substitute for professional advice. We provide all information in good faith, but we make no express or implied representations regarding its accuracy, validity, reliability, availability, or completeness on our website, StockRock app, or associated social media pages.

12.3 The Service's communications are not an offer or solicitation to buy or sell securities or any offerings available through the StockRock app. Investing in securities carries risks, and past performance is not indicative of future returns. If you are uncertain about any aspect of the Service, including its investment features, seek independent professional advice.

12.4 Some tools provided on the Service may offer general information and guidance based on your personalized input. However, these projections are hypothetical, not guaranteed for accuracy or completeness, and do not reflect actual investment results or guarantee future results. They may not account for all costs, which could impact the outcomes shown.

12.5 You are solely responsible for evaluating the merits and risks associated with using these tools before making any investment decisions. We are not liable for any losses resulting from such decisions. You should rely on your own evaluation of the investment's merits and risks.

12.6 By confirming an order through the StockRock app, you affirm that you independently assessed the risks associated with the transaction. You confirm that you possess sufficient knowledge and have conducted due diligence to evaluate the merits and risks of any transaction carried out on the StockRock app.

12.7 When using the Service, we may identify you by your first name or last name and initial, your profile photo, your "member since" date, and other non-specific identifying information.

12.8 CONTENT AND TOOLS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND. WE MAKE NO REPRESENTATIONS REGARDING THE SUITABILITY OF THE CONTENT AND TOOLS FOR ANY PURPOSE, THEIR ACCURACY, TIMELINESS, COMPLETENESS, USEFULNESS, OR NON-INFRINGEMENT. WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, AND THIRD-PARTY PROVIDERS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES

ARISING FROM OR RELATED TO THE USE OR INABILITY TO USE THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. QUOTES AND MARKET DATA

13.1 We may receive market data and quotes from a third party not affiliated with us, and the use of such data will be governed by the terms and conditions imposed by that third party.

13.2 Information provided regarding the value of your share positions is based on the share price at the close of the latest market day and is for informational purposes only. It does not reflect the price you may receive when selling your shares. While we believe the quotes and information to be reliable, we do not guarantee their accuracy or completeness. You waive any claims against us or the quote provider related to the quotes or quote-based information on the Service.

13.3 You affirm and agree that as long as you have access to the Service:

- (a) You will not use any information or market data provided by a national securities exchange or association for professional or commercial activities without notifying us and paying any additional charges.
- (b) You will not use the Service in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, commodity trading advisor, member of a securities exchange or association, futures contract market, or an owner, partner, or associated person of any of the foregoing.
- (c) If you are employed by a bank or insurance company (or an affiliate of either), you will not perform functions related to securities or commodity futures trading activity, except concerning your Account(s) with us.

14. PROHIBITED USES

14.1 You may not

- (a) use the Service for any illegal purpose or any purpose not permitted in these Terms.
- (b) Additionally, you may not use the Service, Content, or features for commercial purposes,
- (c) copy, distribute, export, duplicate, imitate, broadcast, sell, or exploit the Service (or any part of it) without our written permission.
- (d) You are prohibited from reverse-engineering, decompiling, creating derivative works of, modifying, disrupting, tampering with, or disassembling the technology used to provide the Service or attempting to obtain our source code.
- (e) You must not bypass, modify, decompile, reverse-engineer, disassemble, tamper with, or circumvent any security features of the Service, including altering any digital rights management functionality.
- (f) You must not impersonate another person or entity, misrepresent your affiliation with us, or use a false identity.
- (g) Using the login information of another person is also strictly prohibited.
- (h) You may not assist or encourage any third party in engaging in activities restricted by these Terms,
- (i) use automated scripts to collect information from the Service, or use our name or trademarks without our express written permission.
- (j) Removing or altering any copyright, trademark, or proprietary notice contained on the Service is strictly prohibited.
- (k) Additionally, you may not interfere with any third party's ability to use or enjoy the Service or disrupt our ability to provide the Service.
- (l) Activities such as using viruses, cancel bots, Trojan horses, harmful code, denial of service attacks, or similar methods to interfere with, disrupt, damage, limit, or impair the Service or our servers are strictly prohibited.
- (m) You may not "deep link," frame, inline link, or mirror any part of the Service without our written permission. Unsolicited solicitations, spam, chain letters, or junk mail, as well as creating alternative servers for use with our Service, are not allowed.
- (n) Creating or using software that automatically interacts with our Service to reduce user interaction below standard levels is prohibited.
- (o) Intercepting or modifying communications between our Service and servers,

(p) deliberately exploiting bugs in our Service, or using the Service for commercial solicitation or advertising are also strictly prohibited.

(q) You must not use the Service in a way that creates a conflict of interest or undermines the Service's purposes.

(r) Providing or making available the Service (or any data provided by the Service) to any person, or modifying, reproducing, distributing, creating derivative works of, publicly displaying, or exploiting the Service without our prior written consent is not permitted.

(s) Removing, obscuring, or altering any proprietary rights notices (such as copyright and trademark notices) affixed to or contained within the Service is strictly prohibited.

14.2 In the course of using the Service, you may have the opportunity to post comments, photos, videos, links, or other materials to your profile page or other parts of the StockRock app. Any such submissions must not be inappropriate, abusive, or offensive and must not involve content that violates the specified guidelines. We reserve the right to block or delete any content that we deem to be in contravention of these guidelines.

14.3 We reserve the right to change, cancel, close, suspend, or restrict any account associated with the Service, at any time, for engaging in any prohibited use mentioned in clauses 14.1 and 14.2. This may be done without notice to you. If we disable access to your account, you may lose access to the Service and any related files or Content. If your account is suspended, disabled, or closed, you may not create another account without our express permission. Such actions do not affect any obligations incurred before the account was closed.

15. TAX

15.1 During the onboarding process, you will be required to complete a US IRS W8-BEN form, known as the "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)." You may also need to update this form periodically. Failure to do so may result in restrictions being placed on your Account, potentially preventing you from engaging in any transactions.

15.2 You are solely responsible for managing all your tax matters and adhering to the relevant tax laws applicable to you. We are not liable for any direct, indirect, special, or consequential consequences arising from your inability to meet your tax obligations.

15.3 Dividends and interest income received by non-US investors may be subject to a withholding tax held back at the time of payment. Alpaca withholds this tax on your behalf and remits it to the IRS. The statutory rate is typically 30%, but it may be lower if you have claimed an active treaty for your Account.

15.4 As a non-US investor, you will receive a 1042-S form by the end of Q1 for the preceding calendar year. This form will report any US withholding that occurred during that year, along with the associated income. While typically no US tax filing is necessary, you may be required to report certain income earnings to the tax authorities in your country.

15.5 The Service is not intended to provide trade, investment, legal, or tax advice. It is recommended to consult a professional for advice relevant to your specific situation.

16. YOUR RIGHTS & RESPONSIBILITIES

16.1 LICENSE

By complying with these Terms, you are granted a personal, non-assignable, non-exclusive, worldwide, and royalty-free license to use the software provided to you as part of the Service. This license enables you to use the Service as permitted under these Terms. Any use of the Service beyond this scope, without our prior written permission, is strictly prohibited and will result in termination of the granted license. You acknowledge that your use of the Service does not grant you any rights, titles, or interests in the Service or any of our intellectual property rights, including copyrights, trademarks, service marks, trade names, logos, domain names, and other proprietary rights

associated with the Service.

16.2 THIRD PARTY SERVICES

The Service may contain links to third-party websites or services that we do not own or control. We assume no responsibility for the Content, privacy policies, or practices of these third-party websites or services. Any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods, or services available on or through these third-party websites or services is not our liability. We advise you to review the terms and conditions and privacy policies of any third-party websites or services you visit.

16.3 ACCOUNT OPENING

To access the Service, you must create an Account and fund it with your own funds. Account registration is for individual use only and may not be transferred or shared, except as outlined in clause 16.4 concerning StockRock Junior accounts. You represent and warrant that:

- (a) You have full legal capacity and authority to accept and agree to these Terms, open, maintain, and use all Accounts, give orders, and conduct transactions under these Terms.
- (b) You are at least 18 years old.
- (c) All information provided during registration and at any other time is true, accurate, current, and complete. We may request additional documentation or information to ensure compliance with applicable laws, especially those related to anti-money laundering.
- (d) You will maintain and update your information through the Profile function of the StockRock app or any other means designated by us. Failure to do so constitutes a breach of these Terms and may result in account termination.
- (e) You authorize us to retain a copy of all information received from you, including information submitted during registration or provided at other times, in accordance with our privacy policy.
- (f) You will not misrepresent your identity, personal information, or third-party account information, nor provide any false or misleading information.
- (g) You will immediately notify us of any unauthorized use, security breaches, or unauthorized access to your Account.

16.4 Additional Features

Certain additional features are made available to users of the StockRock app, including but not limited to candlestick charts, analyst ratings, price targets, expected returns, risk benchmarks, and company earnings (collectively, "Additional Features"). Please note the following conditions, in addition to these Terms, are applicable to your use of the Additional Features:

General

- (a) The Additional Features are available to you as a user of the StockRock app. We, at our sole discretion, reserve the right to determine the content available for such Additional Features and to make changes to the availability of such content (such as removal, addition, or variation).
- (b) You acknowledge that we may, from time to time, offer different kinds of membership plans, each of which is subject to different limitations, restrictions, content, and fees.
- (c) We may change the terms governing your accessibility to and usage of the Additional Features, including, without limitation, imposing access fees, at any time by giving you advance notice of such changes. If you do not agree to such changes, you will lose access to such Additional Features. Any changes will apply no earlier than 30 days from the day we send a notice to you.
- (d) You understand that all information provided under the Additional Features is general in nature and does not take into account your objectives, financial situation, or needs. All information is aggregated from third-party sources and does not contain any investment advice or recommendations on any stock. If you require financial, investment, or tax advice, please consult with an independent advisor.

(e) We reserve the right to immediately terminate, suspend, limit, or otherwise restrict your access to the Additional Features at any time, without notice and without liability to you if you breach these Terms or violate any Applicable Laws or regulations. You agree that we and/or our affiliates will not be liable to you for such termination, suspension, limitation, or restriction.

(f) Where your access to the Additional Features is terminated by us under these Terms, you shall not have access to the Additional Features immediately upon such termination.

16.6 Confidentiality

You are solely responsible for protecting the confidentiality of your access credentials and information. We are not liable for any loss or damage resulting from your failure to comply with this security obligation. You are responsible for safeguarding the access tokens that you use to access the Service and for any activities or actions under your access tokens, whether your access token is with our Service or a third-party service.

You agree not to disclose your access information or token or grant access to your account to any third party. If you permit a third party to access your account or act on your behalf while accessing the Service, you do so at your own risk. We will consider any request made or action taken with your account access information to be a request or action by you or authorized by you. We are not liable for any losses or damages caused by any third person that you authorize or allow access to your account or the Service. If you authorize or allow a third party to access your account or Service, you will cooperate with us in our efforts to defend claims by that third person and will indemnify us against any liability, expense, loss, or damage that arises from such third-party access.

16.7 Responsibility for Orders

You understand that you will be solely responsible for all orders transmitted electronically or use of any data, information, or services obtained using your account. You agree that we are not required to inquire as to the authority or propriety of any instructions given to us by you or via your account, and we will not be liable for any losses you incur (including any claims, damages, actions, demands, investment losses, or other losses, as well as any costs, expenses, charges, attorneys' fees, or other fees and expenses incurred), or other liability arising out of any such instructions as long as such instructions reasonably appear to be authentic. You accept full responsibility for monitoring your account.

You also understand that we, Alpaca, or any regulatory body, our directors, or employees have the right to cancel or close out any executed Transaction on the grounds that it was, in their respective opinion, clearly erroneous.

If at any time a Transaction is based on a manifest error, we, Alpaca, or our Clearing Agent, may act reasonably and in good faith to:

- (a) Void the Transaction as if it never took place;
- (b) Close the Transaction or any open position resulting from it; or
- (c) Amend the Transaction so that its terms are the same as the transaction which would have been placed had there not been a manifest error.

For the purposes of these Terms, a "manifest error" is an error, omission, or misquote, which by our fault (or the fault of Alpaca) is materially and clearly incorrect when taking into account market conditions and quotes in the market (including executions during a trading halt or other stock exchange actions) at the relevant point in time, which may include an incorrect price, date, time, or any error or lack of clarity of any information, source, official result, or pronouncement.

17. BINDING USE OF ELECTRONIC COMMUNICATIONS & SERVICES

17.1 Electronic Communications

The term "Communications" in these Terms includes, but is not limited to, agreements related to the Service and its usage; legal and regulatory disclosures and notices associated with the Service; privacy and security policies and notices. By agreeing to these Terms, you agree that all Communications from us relating to your use of, or access to, the Service may be provided or made available to you electronically by email, text messaging, "in-app" messaging, other app messaging services like WhatsApp, or by posting a Communication on the Service, and that you can access the Communications in the designated formats described below. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us and our agents concerning your Service usage and access.

17.2 Electronic Signature

As the Account can only be used by you, all electronic signatures or indication of assent are identifiable to you as a signatory. Your electronic signature or indication of assent in electronic form to any document related to the Service is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent, and you will not dispute the admissibility of the business records maintained by us to reflect and memorialize your electronic signatures and indications of assent.

17.3 Communication Errors

If you fail to receive a monthly account statement within fifteen (15) days of the end of the previous month, or a transaction confirmation within five (5) days of the trade date, you must notify us in writing. You understand that we shall not be deemed to have received any order electronically transmitted by you until we have acknowledged to you that the order has been received by us. You agree that we will not be liable to you for any losses arising in connection with your delay in properly reporting an error, including without limitation losses resulting from market fluctuations.

17.4 Review of Electronic Communications

You are responsible for promptly reviewing all orders, executions, and account statements in connection with your Account. You are responsible for notifying us immediately in writing of any unauthorized use or unusual activity with respect to your Account, which may include, but is not limited to, failure to receive accurate confirmation of a transaction, receipt of confirmation of a transaction you did not place, or the discovery of any inaccurate information relating to your account. Further, you are responsible for inputting accurate trading information, and before entering additional orders, you are responsible for knowing the status of any orders that are pending. Unless you notify us of a discrepancy within ten (10) days after the delivery of a confirmation or account statement, it will be deemed to have been accepted by you as delivered.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

18.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW, OR IN EQUITY. WE DO NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION TO ANY EQUIPMENT YOU USE IN ACCESSING THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, OR THE SERVERS THAT PROCESS INFORMATION FOR US, ARE FREE OF VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. WE WILL NOT

BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY APPLY TO CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE, OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF US, OUR AFFILIATES, AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT RECEIVED BY US FROM YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, OR (B) \$50. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. INDEMNIFICATION

19.1 You agree to indemnify and hold us and our employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers, and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third party claim, demand, or action ("Claim") brought or asserted against any of the indemnified parties alleging facts or circumstances that would constitute a breach of any provision of these Terms by you; arising from, related to, or connected with your comments, your use of the Service, or your violation of any rights of another. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise, or in any other manner dispose of any claim without our express written consent.

20. BROKERAGE

20.1 APPOINTMENT AS AGENT

You appoint us as your agent to carry out your directions and instructions in accordance with these Terms. You authorize us to take any action with respect to your account that we deem necessary or suitable to accomplish the purposes of these Terms.

20.2 TRADE EXECUTION

Unless you specifically direct otherwise, you authorize us to execute any order for your Account on any exchange or market. Placing an order on the StockRock app does not guarantee that it can be executed, and we are not responsible if an order cannot be executed according to your instructions. We are not responsible for unexecuted orders due to communication failures. The StockRock app employs automated systems to route customers' Transactions.

20.3 ORDER CANCELLATION AND MODIFICATION

Once you have placed an order online, there is no guarantee that we will honor a subsequent request to cancel or modify that order. We are not liable to you if we do not cancel or modify an order placed by you or on your behalf. You should note that during market hours, it may be impossible to cancel your order, as orders may be subject to immediate execution. An order is only canceled when you receive a cancellation confirmation. Please also refer to our Market Volatility Disclosure.

20.4 REPORTING

You authorize us and/or Alpaca to report any dividends paid or sales proceeds in your Account to

the IRS in accordance with Applicable Law.

21. CHARGES & PAYMENTS

21.1 PAYMENT OF ACCOUNT OBLIGATIONS

As a user of our Service, you are obligated to fulfill all trades, debit balances, and other obligations related to your Account. Prompt payment of any account balance owed to us is required upon demand. Additionally, you are responsible for all applicable fees, commissions, taxes, and other charges associated with the use of our Service. Please note that these fees may change without prior notice, and you agree to abide by such changes. In the event that your Account carries a negative balance, you shall pay a reasonable rate of interest determined by us on the principal amount. Failure to make timely payments may result in the imposition of a reasonable late fee as determined by us.

If you choose to fund your Account through the StockRock funding page, you will be utilizing the services of licensed remittance providers or fund transfer operators. We will introduce you to these service providers on a fully disclosed basis, facilitating the fund transfers, but it's essential to note that these remittance providers or fund transfer operators are not affiliated with us in any manner.

If there are no open positions in your Account for an extended period, we reserve the right to classify your Account as "inactive." To reactivate your Account, you agree to provide any necessary information and execute additional documentation as required by us. You will be subject to the version of this Agreement in effect at the time of reactivation. Inactivity fees may apply to inactive accounts and will be calculated and charged as determined by us, with the details being published on our website. Any inactivity fees will be charged on a monthly basis.

21.2 PRICING

The pricing details for our Services are available on our website. By accepting these terms and conditions, you agree to pay the fees outlined in the provided schedule.

21.3 LIEN

All securities, assets, and other property held in your Account are subject to a lien in our favor to secure payment of any trades or other obligations related to your account. You expressly authorize us to use, liquidate, and/or transfer any and all securities, assets, or other property in your account as required to satisfy any indebtedness arising in connection with your account, to the extent permitted by law.

22. MARKET DATA

22.1 ACCESS AND USAGE

You acknowledge that as a non-professional subscriber, you are accessing all Market Data available on the StockRock app for personal and/or non-business use only. Market Data includes, but is not limited to, last sale information, quotation information relating to securities, bond, and equity last sale and quotation information, index, and other market information, as well as any information derived from such data.

23. VALIDITY

23.1 GOVERNING LAW

The use of our Service is governed by and construed in accordance with the laws of Singapore, without giving effect to any principles of conflicts of laws.

23.2 DISPUTES

In the event of any complaint, dispute, or controversy, you should first refer it to us in writing via support@stockrock.co or through our live chat service. We will investigate the matter and determine whether the complaint falls under our Services or needs to be referred to Alpaca or any other service provider.

For disputes not subject to mandatory arbitration, exclusive jurisdiction and venue shall be with a court of competent jurisdiction in Singapore. By using our Service, you consent to the jurisdiction of such courts and agree to accept service of process issued by them. Arbitration, if applicable, shall be conducted in English.

23.3 SEVERABILITY

If any provision of these Terms is found to be unlawful, void, or unenforceable, the remaining provisions shall remain valid and effective to the fullest extent possible. If any provision is invalid, unenforceable, or illegal, but could be valid, enforceable, or legal with some part deleted or modified, the provision shall apply with the necessary modification.

23.4 WAIVER

Any waiver by us of any provision of these Terms shall be effective only if in writing and signed by our authorized representative. Our delay or omission in exercising any rights under these Terms shall not be construed as a waiver of any rights.

23.5 SURVIVAL

Certain provisions of these Terms, by their nature, shall continue in full force and effect even after termination, including but not limited to the authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and the Governing Law.

23.6 ASSIGNMENT

You may not transfer or assign any rights or obligations under these Terms without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. These Terms shall continue to bind you regardless of whether our rights or duties are transferred or assigned.

23.7 SUCCESSORS

These Terms are binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns, and any entities or individuals you represent concerning the Service.

23.8 NO THIRD PARTY BENEFICIARIES

Except as expressly provided in these Terms, there are no third-party beneficiaries to these Terms. Individuals who are not parties to these Terms have no rights to enforce any terms.

23.9 REQUEST OF INFORMATION BY REGULATORY AUTHORITIES

You acknowledge that any confidentiality provisions do not apply to the disclosure of any documents or information related to your Account with us to any regulatory or governmental authority, court, stock exchange, or as required by law, any valid request, obligation, or subpoena without contesting its validity, and without providing notice to you.

24. DELEGATION AND USE OF INTERMEDIARIES

24.1 APPOINTMENT OF INTERMEDIARIES

You authorize us to use, contract with, engage, or appoint any person, including brokers, dealers, exchanges, remittance, or fund transfer operators, to facilitate our Services as required.

We have a fully disclosed arrangement with Alpaca for the purposes of opening Accounts in your name and executing and clearing Transactions as our correspondent broker. Please refer to Alpaca's Customer Agreement and Terms and Conditions for further details on this arrangement.

24.2 ACCESS TO US SECURITIES MARKETS

Access to securities traded on markets in the United States is provided through Alpaca and its partners, Velox Clearing LLC, and Vision Financial Markets LLC. These firms are members of the Securities Investor Protection Corporation (SIPC). In the event of a failure and liquidation under the Securities Investor Protection Act, SIPC may protect cash and securities owed to customers with respect to their securities accounts at the failed firm, up to a limit of \$500,000 (of which no more than \$250,000 may be for cash) per customer. For details, please see www.sipc.org. Please note that Wecap Ventures Pte. Ltd. is not an SIPC member, but the protections are extended to you through our fully disclosed relationship with Alpaca.

25. MODIFICATION & TERMINATION

25.1 MODIFICATION

We reserve the right to modify these Terms at our sole discretion and without prior notice. Any changes to these Terms will become effective upon posting on the Service. We will attempt to notify you of any modifications via the Service and/or through email. By continuing to access or use the Service after the modified Terms are posted, you agree to be bound by the updated Terms.

25.2 TERMINATION

We may change, terminate, or suspend our Service at any time for any reason we deem necessary. Additionally, we may terminate or suspend your access to our Service immediately, without prior notice or liability, for any reason, including a breach of these Terms. Upon termination, your right to use the Service will cease. Furthermore, upon termination, we may take actions such as canceling outstanding orders, initiating Close-outs for open positions, deducting unpaid amounts, and refunding remaining amounts in your Account.

After settling all obligations owed to us, you may cancel your account with or without cause upon written notice to us.

26. ENTIRE TERMS

26.1 COMPREHENSIVE AGREEMENT

These Terms, along with any other agreements, disclosures, and terms contained in our Communications, constitute the entire understanding between you and us. You are also bound by Alpaca's Customer Agreement, Terms and Conditions, and associated policies and disclosures. Any engagement with a Money Transfer Service means you agree to be bound by their terms, disclosures, and any relevant documents governing the client relationship. These Terms supersede any previous agreements related to the subject matter herein, while any other agreements not inconsistent with these Terms shall continue to apply if applicable.

26.2 LOCAL LAWS

You acknowledge that your access to and use of the Services are subject to the important legal terms and disclosures applicable to your relationship with us, as well as the local laws of your country of domicile.

27. BREACH

27.1 CONSEQUENCES OF BREACH

In the event of a breach of these Terms, we reserve the right to take appropriate actions concerning your Account. In case of a breach or default by you, we retain all rights and remedies available to a secured creditor under all Applicable Laws.

CONTACT US

For any inquiries or communication, you can reach us at support@stockrock.co.

Wecap Ventures Pte. Ltd.
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