



Lee & Partners Trustees Berhad
(No.: 202101002895 (1403193-P))

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Working Days

Monday to Friday
9am – 6pm

TERMS OF USE (ANGEL PARTNER)

Welcome to www.thewill.my or any other website ("**Platform**") owned and operated by **LEE PARTNERS LEGACY ADVISORY SDN. BHD. (Company No. 201901012292 (1321620-W))** under the brand name "**THEWILL**" and its affiliates and subsidiaries ("**LPLA**", "**we**", "**us**" and/or "**our**").

These Terms of Use ("**Terms**") are only applicable to the users who sign up with us as the angel partner ("**Angel Partner**"). Any reference to "you" or "your" herein refer to the Angel Partner. These Terms govern your access and use of the Platform and the use of any services, information and functions made available at the Platform ("**Platform Services**"). The Platform Services include an online platform service that provides a place for among others the Angel Partner to introduce and refer third party customer ("**Client**") to LPLA via the agent registered with THEWILL under the title of legacy advisor, legacy manager, legacy director or chief legacy director ("**Advisor**") in creating a will instrument (the Angel Partner, the Advisor and the Client shall be referred collectively as, "**Users**"). Please read these Terms carefully. These Terms and our privacy policy ("**Privacy Policy**") constitute a legally binding agreement ("**Agreement**") between you and LPLA and shall bind you and your heir(s), representative(s) and nominee(s). If you do not agree to the Terms, please do not access and/or use the Platform and/or the Platform Services.

IMPORTANT - By accessing, using the Platform and signing up as Angel Partner with LPLA, you represent and warrant that:

- (A) you are at least eighteen (18) years old and have been signed up with LPLA as our Angel Partner; and
- (B) you agree you have read, understood, accepted and agreed to be bound by (i) these Terms; (ii) the Privacy Policy; and (iii) any future amendments and additions to the Terms and Privacy Policy as published from time to time at the Platform.

1. Joining As Angel Partner

- 1.1 **Eligibility to Use the Platform:** By signing up as our Angel Partner, you will be able to utilize the Platform Services provided in the Platform and be entitled to earn referral fees when you refer your Client to LPLA via your Advisor and when your Client buys Product and/or Services such as will writing, will custody, trust advisory, insurance planning, life planning, investment and such other Product and/or Services as may be notified by us to you from time to time ("**Product and/or Service**"), **PROVIDED ALWAYS THAT** you shall comply fully our code of conduct as stated in paragraph 1.8 ("**Code of Conduct**"), which may be amended from time to time at our absolute discretion.

- 1.2 **Term:** The Agreement shall commence on the date you sign up as our Advisor and continue in full force and effect for a period until its termination in the manner stated herein.
- 1.3 **Relationship:** You acknowledge and agree that this Agreement shall not operate as or constitute an offer or contract of employment.
- 1.4 **Referral:** The Angel Partner will refer to LPLA via the Advisor the Client who will require any Product and/or Service or other future products or services available through LPLA or to be notified by LPLA to the Advisor or Angel Partner from time to time ("**Referral**"). LPLA shall be entitled to decline or accept the Client referred by the Angel Partner based on its internal Client selection criteria at its absolute discretion.
- 1.5 **Referral Entitlement:** Subject to fulfilment by the Angel Partner of paragraph 1.8, the Angel Partner shall be entitled to a referral fee to be determined by LPLA at its absolute discretion ("**Referral Fee**") for each and successful sale of any Product and/or Service.
- 1.6 **Payment of Referral Fee:**
- (a) The Referral Fee shall be payable to the Angel Partner by LPLA once your Advisor has submitted the relevant forms to LPLA for release of payments of the Referral Fee and once LPLA is in receipt of the full purchase price of the Product and/or Service from the Client.
 - (b) Unless otherwise provided herein, LPLA will arrange payments of the Referral Fee to be remitted to the Angel Partner subject to the payment terms between LPLA and the respective Product providers. LPLA gives no guarantee of the minimum Referral Fee to be earned by the Angel Partner.
 - (c) LPLA shall be entitled to withhold or claw back the Referral Fee paid on any Product and/or Service from the Angel Partner where such policy of any Product and/or Service is surrendered or has lapsed or in the event if you do or fail to do anything stated herein or which directly or indirectly affects the reputation of LPLA.
 - (d) LPLA shall claw back Commission in full in the event that LPLA is required to refund commissions to the Product and/or Service providers on, including but not limited the following events:
 - i. any misrepresentation and/or material non-disclosure by your Advisor or yourself;
 - ii. under free-look provision of any product provider's policy; or
 - iii. any gross negligence, wilful neglect or proven fraud on the part of your Advisor or yourself in the course of their or your conduct of duties and obligations under this Agreement.

You shall repay to LPLA on demand any Referral Fee already paid to you for such Product and/or Service falling under this paragraph, within 14 days from such demand.

- (e) The Referral Fee shall be paid in Ringgit Malaysia (MYR) unless otherwise stated in this Agreement.
- (f) All Referral Fee payable under this Agreement shall be inclusive of Sale and Services Tax ("**SST**") applicable in connection with the referral rendered by the Angel Partner to LPLA via Advisor pursuant to this Agreement. All fees payable to the Angel Partner under this Agreement shall be net of any bank charges

incurred in making the relevant payment to the Angel Partner, all of which shall be borne by the Angel Partner.

- (g) Any objection to the computation of the Referral Fee shall be raised by the Angel Partner to LPLA within thirty (30) days of the receipt of the Referral Fee failing which the computed Referral Fee shall be deemed final and conclusive. Parties agree to use their reasonable endeavours to promptly resolve any dispute notified under this paragraph.

1.7 Liberty to Terminate Product and/or Service: LPLA shall be at liberty to terminate its Product and/or Services to any Client in any of the following events:

- (a) if the fees payable under the Product and/or Services are not received by LPLA in accordance with the terms herein or under the provisions of the individual agreement between LPLA and the Client;
- (b) if there is a breach of any term or condition by the Client of the individual agreement between LPLA and the Client; or
- (c) the individual agreement between LPLA and the Client is terminated pursuant to the terms and conditions therein.

1.8 Angel Partner's Code of Conduct: The Angel Partner hereby agrees and undertakes:

- (a) not to reveal, divulge or disclose to any person, body of persons or company the Client's personal data and any information pertaining to the Product and/or Services as purchased or subscribed by the Client;
- (b) comply with the Personal Data Protection Act 2010 ("**the PDPA**") and any regulations and orders made thereunder in the performance of its obligation under this Agreement;
- (c) to comply strictly with any guidelines of the industry and relevant regulations and any other guidelines and practice notes which LPLA may issue to regulate and streamline the performance of this Agreement by the Angel Partner;
- (d) not to use any intellectual property, know-how, information, material or any form of work whatsoever (including information relating to any computer programmes or software) available to the Angel Partner by virtue of this Agreement for any purposes other than the performance of the Angel Partner's duties;
- (e) not to obtain, publicise or advertise or cause to be publicised or advertised any of the Product and/or Services in any written or printed form or medium without the written consent of LPLA;
- (f) to comply strictly with any direction, memorandum, rules, regulation, policy, guidelines or practice requirements including any performance criteria set by LPLA which LPLA may impose from time to time;
- (g) not to make any representation that you act for us, but merely referring Client to LPLA via Advisor;
- (h) not act in any manner that will cause conflict of interest with LPLA or bring LPLA into disrepute;
- (i) not to obtain, assign, transfer or in any other manner grant to any person any of the Angel Partner's rights or liabilities under this Agreement without the consent in writing from LPLA; and
- (j) to use due and reasonable care and diligence in performing your duties as Angel Partner.

1.9 Warranties by the Angel Partner: The Angel Partner warrants and undertakes to LPLA as follow:

- (a) the Angel Partner has full power and authority to enter into and perform this Agreement;
- (b) this Agreement when signed shall constitute valid and binding obligations of the Angel Partner and is fully enforceable against the Angel Partner in accordance with the terms and conditions herein;

- (c) the Angel Partner are suitably qualified and experienced and possess the required level of skill, care and judgment to carry out the Referral and the Angel Partner's other duties and obligations under this Agreement;
- (d) the Angel Partner shall carry out the activities and obligations under this Agreement in accordance with the highest professional practices and standards in continuous compliance with applicable laws, rules and regulations of applicable regulatory authorities, and to notify LPLA immediately in writing if there is any failure in complying with any of those laws and regulations; and
- (e) there is no litigation suit taken against the Angel Partner and there is no bankruptcy or winding up order being issued against the Angel Partner.

1.10 **No use or distribution of Material:** The Angel Partner if in receipt of any information, documents, slides or other material concerning LPLA, the Product and/or Service and Platform Services ("**Material**"), shall immediately return such Material to LPLA or to destroy such Material with written confirmation to LPLA that such Material has been destroyed. The Angel Partner hereby agrees and acknowledges that all Material belongs to LPLA and LPLA holds the copyright towards the Material.

1.11 **Amendment:** We reserve the right to amend, vary or substitute all or any of the terms and conditions herein at our absolute discretion from time to time with or without notice to you. We have no responsibility or obligation to notify you of any amendment, variation or substitution of all or any of the terms herein prior to making such changes. Your continued use of the Platform after the amendment of any terms and conditions will be deemed to be acceptance of the amended terms and conditions by you. You agree that it shall be your responsibility to review the Agreement regularly whereupon continued access or use of the Platform after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

1.12 **Termination:** LPLA shall be at liberty to terminate this Agreement with immediate effect by giving a notice in writing to you if the termination arises as a result of your breach of any term, condition, undertaking, representation, warranty under this Agreement or due to the following circumstances:

- a) if any attachment or execution process is levied against your property and convicted for any criminal or fraudulent act;
- b) if any representation or warranty made in connection with the execution and delivery of this Agreement shall be found by LPLA to have been incorrect in any material respect;
- c) if you are convicted of a criminal offence;
- d) if in LPLA's bona fide opinion, a situation has occurred (whether involving you) which requires LPLA to safeguard its interest;
- e) if in the opinion of LPLA, a material change has occurred and as a result thereof your ability to fulfil your obligations under this Agreement has been or is likely to be impaired.

Upon termination of this Agreement in accordance with this paragraph, neither party shall have any other claims against the other save and except for any antecedent breaches prior to the date of termination of this Agreement.

1.13 **Consequence of Termination:** Upon termination of this Agreement,

- a) LPLA shall only be liable to pay you any accrued Referral Fee for complete referral rendered before the date of termination. For the avoidance of doubt, complete referral means the service for Client under your Referral to LPLA has been deemed as completed by LPLA.

b) The termination of this Agreement for whatever reason shall not affect any individual agreements in respect of any of the Product and/or Services which have been properly entered into with the Client and any other party(ies) prior to such termination.

1.14 **Indemnity:** You hereby agree and undertake to indemnify and keep us fully indemnified against all claims, actions, demands, damages, liabilities, losses, penalties, charges, costs and expenses incurred or suffered by us including costs on solicitors and client basis, arising out of any breach by you of your obligation or any of these Terms or your use of the Platform and its services.

1.15 **Confidentiality:** In carrying out the obligations under this Agreement, you shall keep secret and take your best endeavours and measures as you would have taken towards your own private and confidential information but in no event shall the endeavours and measures be less than reasonable care, in protecting the secrecy and confidentiality of this Agreement and the non-public or proprietary information disclosed pursuant to this Agreement. You agree and warrant to not use any confidential information received pursuant to this Agreement for any other purpose except to perform any obligations in this Agreement. You agree that confidentiality of the terms and conditions under this Agreement shall not cease on the termination or expiry of this Agreement but will survive and continue indefinitely. In the event of any breach of this paragraph to which monetary damages could not adequately remedy, you agree that LPLA the non-defaulting affected party shall have the right to seek and obtain immediate specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.

2. **Changes to the Platform and Agreement**

2.1 We reserve the right, at our sole and absolute discretion to change, suspend or discontinue any aspect of the Platform at any time from time to time including the availability of any features, data or contents and may also impose limits on certain features or services or content or restrict your access to parts of the Platform without any notice or liability.

2.2 We reserve the right to update, modify, vary or change any of the Agreement without your consent at any time from time to time at our sole and absolute discretion without any prior notice to you and without any liability to you. All changes are effective immediately upon the posting of such changes and apply to all access and use of the Platform thereafter. Your continued use of the Platform or the Platform Services (or any portion thereof) following the posting of revised Agreement constitutes your acknowledgment of the revised Terms and your agreement to abide and be bound by the revised Agreement.

3. **Consent to the Use of Data**

LPLA may collect, use, process and share certain of your Personal Data (as defined in the Privacy Policy) and related information in connection with the terms and conditions of the LPLA's Privacy Policy, which is hereby incorporated by reference into the Terms. You agree that LPLA may collect and use such Personal Data and related information in connection with your use of the Platform including but not limited to your contact information that is gathered periodically to facilitate the features and functionality of the Platform and other services.

4. **Intellectual Property Rights**

LPLA owns all contents, features and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection,

applications, codes or is licensed to use all intellectual property rights in and to this Platform and all technical infrastructure and contents relating to it.

5. Prohibited Uses

You shall use the Platform only for lawful purposes and in accordance with the Terms. You agree not to use the Platform:-

- a. in any way that violates any applicable federal, state, local or international law or regulation.
- b. to impersonate or attempt to impersonate LPLA, a LPLA employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- c. to engage in any other conduct which, as determined by us, may harm LPLA or users of the Platform or expose them to liability.
- d. to provide any false personal information on the Platform.

6. Third-Party Content

LPLA may provide third-party content via the Platform and may provide links to web pages and content of third-parties (collectively, the **“Third-Party Content”**) as a service to those interested in this information. Use of Third-Party Content and access to Third-Party Content is subject to the terms of service, terms of use, and/or privacy policy of such Third-Party Content. LPLA does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content including, but not limited to, its accuracy or completeness. You acknowledge and agree that LPLA is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

7. Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes and/or as a platform for corporate solution advisory and consultancy service, personal or corporate branding marketing service, business sharing and networking event and membership subscription. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform , or by anyone who may be informed of any of its contents.

8. Information About You and Your Visits to the Platform

All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

9. Disclaimer of Warranties

- 9.1 You expressly acknowledge and agree that your use of the Platform, its content and any Platform Services is at your own risk. The Platform, its content and any services are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither LPLA nor any person associated with LPLA makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Platform. Without limiting the foregoing, neither LPLA nor anyone associated with LPLA represents or warrants that the Platform, its content or any services or items obtained through the Platform will be accurate, reliable, error-free or uninterrupted, that defects will be corrected,

that our Platform or the server that makes it available are free of viruses or other harmful components or that the Platform or any services or items obtained through the Platform will otherwise meet your needs or expectations. You must bear the risks associated with the use of the Internet.

- 9.2 **LPLA hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.**

- 9.3 In using and continuing to use the Platform, you hereby expressly undertake, confirm, agree, warrant and covenant with us that you are using the Platform and the services voluntarily at your own risk and shall not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party as a direct and/or indirect result of using the Platform and the services provided.

10. Limitation on Liability

In no event will LPLA, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Platform, any websites linked to it, any content on the Platform or such other websites or any services or items obtained through the Platform or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11. Governing Law and Jurisdiction

All the Terms herein contained shall be construed in all respects in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction over all matters arising therefrom. Any proceedings arising out of or in connection with the Terms shall be brought in a court of competent jurisdiction in Malaysia.

12. Notices

Unless otherwise specified herein, all notice, reminders, confirmation or other communications issued by LPLA shall be deemed to have been duly delivered. In the case of email, when LPLA's system shows that the email has been delivered to your email address with no failed delivery notification has been received by LPLA, such email shall be deemed to have been duly delivered.

13. Severability

In the event that any one or more of the provisions contained in these Terms shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the laws governing these Terms or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of these Terms and shall then be construed as if such unenforceable illegal or invalid provisions had never been contained herein.

14. Consent To Disclosure of Personal Data

- 14.1 We undertake to comply with the **Personal Data Protection Act 2010** in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by telephone, email or otherwise to inform you about other Product and/or Services and Platform Services we offer. We try to limit

this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: contact@thewill.my.

14.2 You hereby expressly unconditionally, irrevocably and unequivocally acknowledge, covenant, consent and agree with us that we may access, preserve and disclose any of the personal data that you make available to us when accessing or using or registering to use the Platform, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:-

- a. provide the services (which will include sharing some of your personal data with other users and third parties in accordance with this Privacy Policy) and any customer support that you request;
- b. investigate and/or take action to prevent prohibited or illegal activities, and enforce our Terms;
- c. maintain, customise, measure and improve our Platform Services, the Platform, and the content and advertising made available on or by means of the Platform and / or our Platform Services;
- d. tell you about our services, engage in targeted marketing, and provide service updates and promotional offers based on your communication preferences;
- e. compare information for accuracy, and verify it with third parties such as the insurance companies and / or credit rating agencies;
- f. respond to claims asserted against us;
- g. to comply with legal process;
- h. for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; and/or
- i. to protect the rights, property or personal safety of us, our users, or members of the public.

14.3 You hereby expressly undertake, confirm, agree, warrant and covenant with us that you will not hold us liable and/or seek any legal and/or equitable remedy from us for any damages, expenses, costs and/or losses of whatsoever nature suffered and/or incurred by you and/or any third party including costs on solicitors and client basis as a direct and/or indirect result of any of access, preservation or disclosure of your personal data. If you do not agree to this, then we cannot provide the Platform for your use and you shall stop accessing the Platform immediately forthwith. Otherwise, you will be deemed to have expressly consented to this provision if you use or continue to use the Platform and for so long as you are still the Angel Partner in LPLA.

15. **Non-Waiver**

Save where a time period has been specifically stipulated herein for the exercise of any right or power, no failure or delay on the part of LPLA in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power hereunder. The rights and remedies herein provided are cumulative and not exclusive of any rights and/or remedies provided by law.

16. **Indulgence**

If you breach any of the Terms, any extension of time or indulgence as may be granted by LPLA shall not be constructed as waiver of LPLA's rights and remedies and LPLA will still be entitled to exercise its rights and remedies at a later date or in any other situation where you breach any of the Terms.

17. **Survival of Terms**

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnity and limitations of liability.

18. Entire Agreement

There may be other terms and conditions on pages of the website which relate to your use of that part of the Platform. The Terms together with any others displayed on the Platform constitute the entire agreement between the parties. No representations or warranties have been made other than those expressly provided for in these Terms.

- 19.** If you have any enquiries in relation to these Terms, you may contact us by email at contact@thewill.my.



Kelvin Liew Jenn Sheng
Chief Executive Officer
THEWILL