

Acumen West
The Advisory Program
Terms and Conditions

Both of you and Acumen West ("AW", "we" or "us") must confirm these Terms and Conditions as a supplement to the Agreement for each Advisory Program ("Agreement") and agree to comply with them.

These terms and conditions override any contrary terms or conditions published by us in relation to your Advisory Program.

We will provide you with one of the two type of the Advisory Program: Premium or Standard.

The specific benefits of each program are summarized in each Agreement.

1. Program Status

There are two types of program status: Active, Inactive

- Active: the status that there is a remaining balance of service hours under the program so the services (Phone Consultation/Q&A, In-Person Consultation, and Ad-hoc Research & Briefing) and the benefits (Service Hours, Discount per Service Engaged) under the program can be still used.
- Inactive: the status that there is no remaining balance of service hours under the program so the services (Phone Consultation/Q&A, In-Person Consultation, and Ad-hoc Research & Briefing) and the benefits (Service Hours, Discount per Service Engaged) under the program cannot be used.

2. When The Program Starts

Your program starts immediately when we confirm we have received both of the following items:

- The Agreement signed by you.
(A copy of the Agreement via email or messenger is acceptable.)
- The full amount of the fee for your program paid by you

Your program status becomes 'Active' on the start date of your program.

3. When The Program Ends

Your program ends when you don't have any remaining balance of service hours under the program. Also, your program status is converted to 'Inactive'.

4. Program Renewal

There is no automatic or separate procedure for renewal. Once converted to 'Inactive' status, the program can be resumed as 'Active' status by having a new program started as stated in the Section 2 above. If you want to keep your program status active without discontinuance, you should have a new program started as stated in the Section 2 before your current program ends.

5. Prohibition on Any Other Person's Use

Your program is for you only and cannot be transferred, assigned or used by others unless agreed upon by us.

6. Fee

The advisory fee for the program does not cover any services other than the summarized (Phone Consultation/Q&A, In-Person Consultation, or Ad-hoc Research & Briefing) in the table on the

Agreement. Therefore, such a service not covered by your program requires you to enter a separate engagement with us and to pay us fees agreed for the engagement.

Also, we reserve the right to adjust the fee for a new program which has not been started yet.

7. Discount

The Discount per Service Engaged offered under the program (as summarized in the table on the Agreement) is applicable for engagements/contracts you have entered with us only when your program status is active.

8. Cancellation

Your program can be canceled by giving us a written notice. The notice should be provided directly to us by letter or email. Upon receipt of your notice, any remaining balance of service hours under the program become none by being fully subtracted as a part to be counted in a refund, and your program status is converted to 'Inactive' accordingly.

On the other hand, we reserve the right to cancel your program at any time for any reason. Upon sending you a written notice of cancellation by letter or email, any remaining balance of service hours under the program become none by being fully subtracted as a part to be counted in a refund, and your program status is converted to 'Inactive' accordingly.

9. Cancellation Fee & Refund

a. For refund purposes, one service hour under each program is equivalent to the amount as below:

- The Premium Program: USD 187.50
- The Standard Program: USD 250.00

b. In case your program is canceled by you, we charge \$300 for cancellation fee.

The amount equivalent to the remaining balance of service hours under the program minus a cancellation fee of USD 300 is refunded to you in the same currency in which you paid for your program.

If the amount after subtracting a cancellation fee is a negative number, we may claim at our discretion the amount in the absolute value from you.

c. In case your program is canceled by us, we don't charge a cancellation fee. The amount equivalent to the remaining balance of service hours under the program is refunded to you in the same currency in which you paid for your program.

10. Payment/Refund Method

a. To pay the fee for your program, you must send the payment by electronic/wire transfer to the bank account below or any other bank/financial account designated by us. Any other payment method is not accepted unless agreed upon by us.

Account Info:

CHASE

Swift Code: CHASUS33

Routing Number (for wires): 021000021

Routing Number (for electronic or direct deposit): 322271627

Account Number: 523235361

Account Holder Name: Acumen West

- b. In case there is an amount to be refund to you, we refund you by a check or by electronic/wire transfer to your bank account designated by you on the Agreement.
 - We are not responsible for inability to send you a refund by electronic/wire transfer due to incorrect, missing, or outdated information of your bank account on the Agreement (or of an account which you let us know later).

11. Service Availability

The services (Phone Consultation/Q&A, In-Person Consultation, or Ad-hoc Research & Briefing) under the program are subject to availability. Therefore, in order to use one of the services, an appointment must be scheduled with us in advance.

12. Tracking Usage of Service hours

We will track your service hours usage based on our records/memo and other supportive documents including call/message log on our devices. We will notify you via phone, email or a client portal (if available) on an occasional basis (mostly, soon after the remaining balance of your service hours is changed) of the current usage of your service hours.

You will be deemed to agree to the usage notified unless you let us know your disagreement within 10 days after the notification date.

In case you let us know you don't agree to the usage we notified within 10 days after the notification date, we will discuss with you to settle the disagreement.

13. Data Collection and Protection, Confidential Information

You acknowledge and agree the following:

- We may collect or process your personal data to administer contractual relationship, to ensure compliance with applicable laws and regulations, or to enable us to manage our services and/or businesses.
- We may monitor your use of our website. We may also record, retain and use, for monitoring, statistical analysis, or marketing purposes, information on or from your access to and use of our website and services.

In accordance with our privacy policy, we will not (other than where compelled to do so by any applicable law or court) disclose any of your confidential information to any other person. For the purposes of these terms and conditions, confidential Information means all information (in whatever form) which is not publicly known or disclosed.

14. Variation

We may change these terms and conditions at any time upon giving you at least 30 days' notice. The most recent edition of these terms and conditions will be binding upon you and us.

You may cancel your program without a cancellation fee if you do not accept any variation.