

TERMS AND CONDITIONS GOVERNING SECURITIES MARGIN FINANCING

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context requires otherwise, the following terms shall have the following meanings as used herein:

“Agreement” means these terms and conditions governing securities margin financing (as may from time to time be varied or modified in accordance with its provisions) and all other documents or instruments made supplemental to it, the Facility Letter, and the Company’s Customer Account Review and/or Customer Knowledge Assessment documentation;

“Applicable Rules” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the SGX-ST, the Monetary Authority of Singapore and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Singapore including but not limited to the Securities and Futures Act (Cap. 289) and the Financial Advisers Act (Cap. 110) and all rules, regulations and notices promulgated under thereunder. References to any rules, practices, notices, directives and regulations or applicable law shall be deemed to include references to such rules, practices, notices, directives and regulations or applicable law as re-enacted, amended or extended and any subordinate legislation (as the case may be) enacted from time to time under it;

“Cash Collateral” means Collateral that takes the form of a deposit of cash;

“Charged Property” means the amounts due to or standing to the credit of the Client or any Obligor, as the case may be, in any account maintained by the Client or any Obligor, as the case, with the Company, and all other property of the Client or any Obligor, as the case may be, held by the Company or in the custody or control of the Company from time to time;

“Charged Securities” means the marketable Securities provided by the Client or any other Obligor, as the case may be, (and which the Company agrees to accept as security for the availability of or continued availability of the Facility) including, without limitation, all or any securities, rights, moneys and properties whatsoever which may at any time after the date hereof be derived from, accrued on or be offered in respect of, any of the Charged Securities;

“Company” means RHB Securities Singapore Pte Ltd;

“Debit Balance” means the aggregate of any and all amounts disbursed and owing under the Facility together with any and all interests (including default and excess interest), fees, commission, charges, costs and expenses payable by or properly incurred by the Client in respect of the Facility;

“Eligible Collateral” means, the (a) Cash Collateral; (b) Marginable Securities; (c) Charged Property; and (d) such other Securities or instruments or assets, in whatever form, as the Company may from time to time prescribe, together with all attendant rights and interests under any contract (where applicable) for the sale, purchase, custody or management of such

asset and to the income, dividends, interests thereon, whether now or hereafter held by the Company or in transit to the Company or to its nominee, and not otherwise specified as unacceptable by the Company;

An **"Event of Default"** is deemed to occur:

- (i) if any event referred to in Clause 17.1 of the Standard Terms and Conditions occurs; or
- (ii) if any event referred to in Clause 17.1 of the Standard Terms and Conditions affects any Obligor or any Obligor fails to observe the terms and conditions of any Transaction Document to which such Obligor is a party; or
- (iii) if any event of default (by whatever name called) occurs under any Transaction Document.

"Facility" means the securities margin financing facility extended or to be extended by the Company to the Client on the terms and conditions of the Agreement;

"Facility Letter" means (in the event that the Company accepts the Client's application to open a Securities Margin Financing Account with the Company) the facility letter (as amended, modified or supplemented from time to time) issued or to be issued by the Company to the Client setting out the commercial terms of the Facility;

"Facility Limit" means the maximum aggregate amounts which may be disbursed by the Company to the Client under the Facility as set out herein and as may be varied from time to time;

"Margin" means such margin as the Company may require in connection with the Facility or which may be prescribed by the SGX-ST from time to time;

"Marginable Securities" means (i) Securities appearing from time to time on the Company's list of marginable Securities which are acceptable to the Company for purposes of the Facility; and (ii) such other Securities as the Company may approve as Marginable Securities in its sole discretion;

"Marginable Value" means the value of the Eligible Collateral determined solely by the Company on the basis of market value or any other basis as the Company may in its sole discretion deem fit and any such value shall be final, binding and conclusive on the Client and all other Obligors;

"Margin Call" has the meaning given to the term in Clause 7.3 hereof;

"Market Day" means a day on which the Company is open for business or a day on which the relevant securities exchange on which any trade in Securities is carried out is open for trading;

"MOC" means the memorandum of charge in respect of the mortgage, assignment, charge, lien and/or other encumbrance of the Charged Securities executed or to be executed by the Client or any other Obligor in favour of the Company as security for the Facility;

“Obligor” means the Client and any other party providing security (including any guarantee) or Eligible Collateral for the performance of the Client’s obligations in respect of the Facility and the Securities Margin Financing Account;

“Secured Obligations” has the meaning given to the term in Clause 7.3 hereof;

“Securities” shall have the same meaning ascribed to it in Section 2 of the Securities and Futures Act (Cap. 289) and, for the purpose of this Agreement, shall include (i) foreign securities; (ii) securities the certificates of which are held by the Company or the Company’s appointed custodian or any foreign broker appointed by the Company; and (iii) securities held in “street names”;

“Securities Margin Financing Account” means the account opened by the Client with the Company to enable the Client to utilise the Facility;

“SGX-ST” means Singapore Exchange Securities Trading Limited;

“Singapore Dollars” means the lawful currency of the Republic of Singapore;

“Standard Terms and Conditions” means the Company’s Terms and Conditions - Equities for Cash Trading Account, including the Guide and Cautionary Notes In Applying For/Continuing With An Account with RHB Securities Singapore Pte Ltd (all as amended, supplemented or replaced from time to time);

“Transaction Documents” means this Agreement, the Standard Terms and Conditions, the MOC and any other security document (including any guarantee) executed by any Obligor in favour of the Company as security for the Facility and any reference to **“Transaction Documents”** as used in this Agreement shall be construed to mean the documents as aforesaid.

- 1.2 The operation of the Securities Margin Financing Account shall also be subject to the Standard Terms and Conditions and all references to “Account” in the Standard Terms and Conditions shall be read and construed, to the extent practicable under the circumstances, as a reference to the Securities Margin Financing Account. In the event of any inconsistency between the provisions of the Standard Terms and Conditions and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. THE FACILITY

- 2.1 In the event that the Company accepts the Client’s application to open a Securities Margin Financing Account, the Company shall issue a Facility Letter to the Client setting out the commercial terms on which the Company is prepared to allow the Client to open and maintain the Securities Margin Financing Account and to utilise the Facility.
- 2.2 Without prejudice to any other conditions precedent set out in the Facility Letter, disbursement of the Facility is conditional upon the following conditions not being breached as at the proposed date of the making of such disbursement, and that the following conditions will not by reason of the making of such disbursement, be breached:

- (a) that (i) the relevant Obligor has executed the MOC in favour of the Company; and (ii) that (where any Obligor is required to provide a guarantee or other security for the Client's obligations hereunder) such Obligor has executed such guarantee or security as the case may be;
- (b) that the Debit Balance has not exceeded the Facility Limit;
- (c) that the Marginable Value of the Eligible Collateral has not fallen below the minimum maintenance margin prescribed by the Company in respect of the Debit Balance;
- (d) that the Securities which are to be pledged to the Company as security for the Facility must appear in the Company's list of Marginable Securities or otherwise approved by the Company as Marginable Securities at its sole discretion;
- (e) that all warranties in Clause 10 have been complied with; and
- (f) any other matters as the Company may consider relevant in the context of the Transaction Documents.

2.3 The Client acknowledges that:

- (a) the Facility granted is on an uncommitted basis. Hence, the Company may refuse any application to drawdown and where there is a partial drawdown, it may refuse the drawdown of any undrawn portion of the Facility, without assigning any reason whatsoever; and
- (b) in no event is the Company obliged to accept any order the Client may give (for the establishment of a new position) as the Company may, amongst other things, have its own aggregate limits of exposure to a particular securities counter or aggregate limits to the financing available to the Company or permitted of the Company or the margin financing the Company is permitted to engage in, and if the Company had in good faith inadvertently accepted any of the Client's orders which would cause it to be in breach of any of its obligations whether under the law, the Applicable Rules or the terms of financing extended to the Company, the Client acknowledges that the Company may in its sole and absolute discretion and without prior notice to the Client, take any and all action necessary to rectify such a breach (including but not limited to allocating the order to any cash trading account in the Client's name other than the Securities Margin Financing Account) and the Client will effect settlement accordingly.

2.4 The Client agrees that:

- (a) no short selling shall be effected in relation to any Securities financed by the Facility except with the consent of the Company; and
- (b) all Securities in the Securities Margin Financing Account shall be on a ready basis and that the Client will not subscribe for any new issue of Securities using the Facility, provided that, subject to the Company's approval (which may be given or withheld in the Company's sole discretion), the Company may utilise the Facility to facilitate the Client's subscription for or purchase of securities pursuant to an initial public offering

or rights issue or in exercise of an option given under an employee share option scheme (or in such other situation as may be permitted by Applicable Rules from time to time) where the financing under the Facility is provided before the allotment of such securities to the Client.

3. ESTABLISHMENT OF SECURITIES MARGIN FINANCING ACCOUNT / PROVISION OF CUSTODY SERVICES

3.1 If the Company accepts the Client's application for a Securities Margin Financing Account, the Company shall:

- (a) open the Securities Margin Financing Account in the Client's name with the Company to enable the Client to utilise the Facility to transact in Securities; and
- (b) provide custody services to the Client or the Securities purchased through the Securities Margin Financing Account or the relevant Obligor on the terms and conditions set out in Clause 18.1 of the Standard Terms and Conditions. In this connection, all Charged Securities shall be deposited together with the relevant transfers pursuant to the MOC, in the Company's absolute discretion with such custodian, nominee or depository agent as the Company may in its absolute discretion determine. The Company shall have the right at all times without notice to the Client or any Obligor to register any part or all of the Charged Securities in the name of the Company or its nominee.

3.2 The operation and use of the Securities Margin Financing Account shall be in accordance with the relevant Transaction Document, the relevant rules of the SGX-ST and such other guidelines as may from time to time be issued by the Company respectively.

4. INTEREST AND FEES

4.1 The Client shall pay the Company interest on the Facility at such rate of interest as may be specified in the Facility Letter or as otherwise determined by the Company from time to time.

4.2 The Company is entitled without prior notice at any time and from time to time to impose, increase, decrease or vary at its absolute discretion any applicable interest rate(s) or fees as determined by the Company at its absolute discretion. The Company shall as soon as practicable thereafter notify the Client of any such increase, decrease or variation, which shall take effect from the date determined by the Company.

4.3 Interest shall accrue:

- (a) from the date of disbursement until the date of payment (as well after as before judgement or any order of court) notwithstanding the relationship of the Company and the Client may have ceased by a demand for repayment of the Facility and/or any other monies due to the Company or otherwise; and
- (b) on a daily basis on either a 360 or 365-day year, depending on the currency involved.

4.4 All accrued interest in any calendar month shall be paid to the Company no later than the first

day of the succeeding month and the Company may debit the same from any account maintained by the Client with the Company.

- 4.5 Any non-payment of interest shall be capitalised on a monthly basis and added to the principal sum and interest shall be chargeable thereon at the prevailing interest rate as the Company may determine from time to time.

5. SECURITY

- 5.1 Without prejudice to the relevant Obligor's obligation to execute the MOC in favour of the Company as provided for in Clause 2.2(a), the Client authorises (or shall procure that the relevant Obligor authorises) the Company to mortgage, pledge or hypothecate the Charged Securities for a sum not exceeding the Debit Balance in the Securities Margin Financing Account and without the Company having any obligation to retain in its possession or control Securities of like character. The Company shall have the discretion to sell or dispose of any or all of the Charged Securities as provided for hereunder or in the MOC, as the case may be.

- 5.2 Upon the Company's demand, the Client shall substitute (or procure the relevant Obligor to substitute) any of the Charged Securities with cash or another form of security or Eligible Collateral in such form that is acceptable to the Company. Upon such substitution, any cash or another form of security or Eligible Collateral which is substituted for any part of the Charged Securities shall be subject to this Agreement as if it were charged from the date the Facility first commenced, and any Charged Securities which are substituted by cash or another form of security or Eligible Collateral shall be released from the security interests created hereunder and redelivered and reassigned to the Client or the relevant Obligor, as the case may be.

- 5.3 In respect of Cash Collateral:

- (a) the Client acknowledges (or shall procure that the relevant Obligor understands and acknowledges) that the Company may place the same in an omnibus customer trust account together with cash that the Company holds for other customers. As such, the Client further acknowledges (or shall procure that the relevant Obligor understands and acknowledges) that it would be administratively and operationally difficult, if not impossible (in view of the constant ebb and flow of the aggregate balance in such account), to account separately for each of the Company's customers the interest due on their cash balance in the omnibus account as interest will be received on a lump sum basis. In any event it is also acknowledged and accepted that such an exercise would be likely to cost more than any interest earned. In these circumstances, the Client (or the relevant Obligor) irrevocably and unconditionally waives and relinquishes in the Company's favour all claims for interest that may otherwise accrue with respect to any Cash Collateral placed by the Client with the Company; and
- (b) notwithstanding the foregoing, where the Company believes it to be appropriate, the Company may in its absolute sole discretion pay over to the Client or the relevant Obligor such part of the interest received by the Company with respect to the omnibus customer trust account as the Company may in its sole absolute discretion deem appropriate.

- 5.4 For avoidance of doubt, neither the Client nor the relevant Obligor is permitted, except with

the Company's prior consent and provided that the minimum maintenance margin is met (but without prejudice to the Company's first and paramount fixed security interest over securities deposited with or in the Company's possession), to withdraw Cash Collateral and/or Charged Securities.

6. SECURITY MARGIN

- 6.1 The Client undertakes to ensure that the Marginable Value shall at all times exceed the aggregate of the Debit Balance by the Margin. The Company shall compute the value of Marginable Securities in accordance with Applicable Rules.
- 6.2 Subject always to Applicable Rules, the Company shall be entitled at any time to alter or vary the bases upon which the Marginable Value is calculated in any manner whatsoever whether by way of the addition or deletion of categories of collateral to be provided or by way of modifying the percentages or bases of valuation of such collateral.
- 6.3 If the Client has substituted any of the Charged Securities with any other form of Eligible Collateral, the Company shall be entitled (but shall not be obliged to), in its absolute discretion, to determine the basis upon which the value of such Eligible Collateral shall be calculated, and to include the value of such security as part of the Marginable Value.
- 6.4 If any of the Eligible Collateral is denominated in a currency other than Singapore Dollars, the Marginable Value will be converted to Singapore Dollars at such rate of exchange as the Company may determine.
- 6.5 For the avoidance of doubt, the Company shall be entitled, daily or at such other intervals as the Company may deem fit at its absolute discretion to do a valuation of the Eligible Collateral and any such valuation shall be accepted by the Client and all other Obligors as final and conclusive.

7. MAINTENANCE MARGIN / FACILITY LIMITS

- 7.1 Without prejudice to the unfettered rights of the Company not to allow the Client to utilise the Facility for whatsoever reasons at any time, the Client shall not commence trading on the Securities Margin Financing Account until the Client or the relevant Obligor furnishes sufficient Eligible Collateral, and after the Client commences trading on the Securities Margin Financing Account, the Client shall (or procure the relevant Obligor to) furnish the Company from time to time Eligible Collateral at least one Market Day (or earlier as the Company may notify the Client) prior to any draw down of the Securities Margin Financing Facility for settlement of any trade on the Securities Margin Financing Account.
- 7.2 Without prejudice to Clause 2.3(b), the Company shall not accept any new order from the Client unless the Marginable Value of the Eligible Collateral is not less than the minimum maintenance margin prescribed by the Company or, if no maintenance margin is prescribed, below one hundred and forty percent (140%) of the Debit Balance or such other higher percentage as the SGX-ST may from time to time prescribe, or unless the Company has required to Client to deposit additional Eligible Collateral in the Securities Margin Financing Account within two (2) Market Days (or such other earlier date as the SGX-ST or the Company may prescribe) from the date the order is transacted to restore the minimum maintenance margin.

- 7.3 If the Marginable Value of the Eligible Collateral falls below the minimum maintenance margin prescribed by the Company or, if no maintenance margin is prescribed, below one hundred and forty percent (140%) of the Debit Balance or such other higher percentage as the SGX-ST may from time to time prescribe for Margin top-up, the Client shall (or shall procure that the relevant Obligor shall) immediately upon demand by the Company (and, if no deadline is specified, no later than two (2) Market Days from and including the date of the demand or such earlier date as the SGX-ST or the Company may prescribe) (a “**Margin Call**”), either make payment towards the reduction of the Client’s obligations and liabilities (including the Debit Balance and such other amounts which the Client may owe the Company for transactions in any account) secured by the Charged Securities (the “**Secured Obligations**”) or transfer such amount of additional Eligible Collateral as the Company may specify to the Company (and, if no amount is specified at the time of the demand by the Company, an amount such that the aggregate Marginable Value would exceed the Debit Balance, on the date on which the Eligible Collateral is transferred to the Company, by at least one hundred and forty percent (140%), or such other higher percentage as the SGX-ST or the Company may from time to time prescribe for Margin top-up). If:
- (a) the Client or the relevant Obligor fails to take such action as aforesaid, the Company shall have the discretion to take such action as it may deem appropriate, including liquidating the Securities purchased through the Securities Margin Financing Account and/or liquidating all or any of the Eligible Collateral deposited to restore the minimum maintenance margin without notice to the Client or the relevant Obligor; or
 - (b) notwithstanding any demand made by the Company as aforesaid, the maintenance margin falls to 130% and below, the Company is entitled (but not obliged) at its absolute discretion and without notice to the Client or the relevant Obligor to liquidate any Eligible Collateral provided (including any Charged Securities) to restore the minimum maintenance margin.
- 7.4 The Client acknowledges that the primary obligation is on the client to ensure that the Client complies with the minimum maintenance margin at all times.
- 7.5 Notwithstanding any provision contained in the Transaction Documents, in the event that the Debit Balance has exceeded the Facility Limit, the Company shall be entitled at any time to notify the Client to reduce the Debit Balance to a level not exceeding the Facility Limit within such period as the Company may stipulate, whether by way of additional cash payments by the Client or by way of the sale of the Charged Securities or other Charged Property, such sale to be subject to the prior written consent of the Company, provided that the proceeds of such sale are utilised to reduce the Debit Balance, and to credit such amounts into the Securities Margin Financing Account. If the Debit Balance is not reduced to a level not exceeding the Facility Limit within the time period stipulated, the Company may without further notification whatsoever to the Client or the relevant Obligor, exercise its rights under the Transaction Documents so as to reduce the Debit Balance to a level not exceeding the Facility Limit, including but not limited to, its right of sale in respect of the Charged Securities deposited pursuant to the MOC or otherwise liquidate any other collateral placed with the Company as security for the Facility, in such manner and upon such terms and conditions as the Company shall think fit and pay the proceeds of such sale into the Securities Margin Financing Account.

- 7.6 Notwithstanding the foregoing and without prejudice to the Company's right to vary the Margin required at any time, the Company will require the Client to furnish (or procure that the relevant Obligor furnish) additional and substantial Eligible Collateral in unusual market conditions or where the value of the Eligible Collateral is in the Company's view uncertain.
- 7.7 The Client acknowledges and agrees that:
- (a) the Company may make Margin Calls on the Client in respect of the Securities Margin Financing Account orally or in writing or in such other manner as the Company may in its sole absolute discretion deem appropriate; and
 - (b) without prejudice to the generality of the foregoing, the Company may contact the Client via telephone at any of the telephone numbers in the Company's records for the purpose of any Margin Call and the Client shall make itself available at such telephone numbers. If the Company fails to reach the Client at any such telephone numbers, the Client shall be deemed to have defaulted on the Margin Call. For the avoidance of doubt, the Company shall have no obligation to attempt to reach the Client at all the telephone numbers in the Company's records and shall be deemed to have made a Margin Call upon the making of the first such call to any of the Client's telephone numbers in the Company's records.
- 7.8 If for whatever reasons, a Margin Call is not fulfilled, the Company shall be entitled to exercise its right to sell all or any of the Charged Securities and, in effecting any such sale of Charged Securities, the Company shall be entitled to sell the Charged Securities at the prevailing market price at the time of such sale, and shall have no obligation whatsoever to the Client to time, or to try and time, such sale so as to obtain the best possible market price for the sale of the Charged Securities.
- 7.9 The Client authorises the Company, in its absolute discretion:
- (a) to apply all or any cash distributions arising from or attaching to the Eligible Collateral towards reduction of the Debit Balance or apply the same as Eligible Collateral for the Debit Balance; and
 - (b) to withdraw and apply all or any monies held by the Company on trust for the Client towards reduction of the Secured Obligations.
- 7.10 The Client shall not utilise the Facility after a Margin Call has been made on the Client (except to liquidate or close out outstanding positions) until all Margin Calls made by the Company have been met.
- 8. FORCE SELLING**
- 8.1 Without prejudice to any other right or remedy that the Company may have under the terms of the Facility or these terms and conditions, the Company shall have the right (but not the obligation) to sell any or all the Charged Securities forthwith without giving any notice to the Client or the relevant Obligor upon the happening of any of the following events:
- (a) the occurrence of an Event of Default; or

- (b) if the Client fails to make any payment when due, or fails to provide adequate Eligible Collateral, such as depositing cash or additional securities upon the Company's demand; or
 - (c) if the Marginable Value of the Eligible Collateral over the Debit Balance falls below a level prescribed by the Company or the SGX-ST from time to time (or if the Company has not prescribed any Margin, the Marginable Value falls below one hundred and thirty percent (130%) of the Debit Balance); or
 - (d) if required to do so by any regulatory body, wherever situated, having jurisdiction over the Company or its affiliates, or over the Charged Securities; or
 - (e) upon the expiry of the notice of termination pursuant to Clause 17 of the Standard Terms and Conditions.
- 8.2 Without prejudice to its rights under the MOC, in exercising its power of sale, the Company shall be entitled to sell all or any of the Charged Securities in such manner and upon such terms and conditions as the Company may at its sole and absolute discretion think fit. The Company shall apply the net proceeds of such sale towards satisfaction of the Debit Balance and other Secured Obligations (if any) but, for the avoidance of doubt, the Client shall remain liable for any difference still remaining.
- 8.3 A written statement made by any of the Company's employees or officers that the power of sale has become enforceable shall be conclusive evidence against the Client and the relevant Obligor and of the fact in favour of any purchaser or other person to whom any or all the Charged Securities may be transferred under such sale, and the Client will indemnify the Company against any claim which may be made against the Company by such purchaser or person by reason of any defect in the Client's title to such securities.
- 8.4 If there are insufficient Charged Securities for delivery on the settlement date of the sale of the Charged Securities by the Company pursuant to the exercise of its power of sale for whatsoever reasons, as long as the Company does not sell more than the number of Charged Securities as reflected in the accounts of the Company the day prior to the date of the sale, the Client shall be liable for all losses and damages as a result thereof including all losses incurred as a result of any buy-ins.

9. REVIEW OF FACILITY / SUSPENSION / TERMINATION

- 9.1 The Company may review the Facility from time to time and at any time as it deems necessary. Upon the review of the Facility, the Company reserves the right to revise the terms and conditions of the Facility including:
- (a) withdrawal, cancellation or termination of the Facility provided that the Company shall notify the Client in writing with at least 24 hours' notice; or
 - (b) reduction or any such variation of the Facility or take such other actions as the Company deems fit without prior notice to the Client.

- 9.2 The Company reserves the right to immediately suspend, freeze or terminate the Facility at any time without giving any reasons or notice in writing as a consequence of the occurrence of any of the following:
- (a) where there are any regulatory requirements required to be complied with by the Company or which prohibits or makes it illegal to maintain or for the Client to continue to use the Facility; or
 - (b) the Company decides or has reasons to believe that the Client is directly or indirectly involved in, or that the Facility is being directly or indirectly used for or in connection with, any illegal, sanctioned or suspicious activities (including without limitation, money laundering, terrorism financing, dealing with sanctioned persons or entities (whether as principal or agent) and tax crimes); or
 - (c) if an Event of Default occurs.
- 9.3 Upon termination of the Facility pursuant to Clauses 9.1 or 9.2, the Company is authorised to deliver as soon as practicable thereafter any Securities held by it to the Client, the relevant Obligor or the Client's or relevant Obligor's successors in title after repayment of any Debit Balance and after deduction of the Company's outstanding fees and expenses, if any. Such notice to terminate shall not be a waiver of any or all accrued obligations of either the Client or the Company in respect of the Securities Margin Financing Account and these accrued obligations shall continue to be governed by the Agreement until such obligations are fully performed.
- 9.4 The termination of the Facility shall not prejudice, impair or otherwise adversely affect any of the Company's rights under these terms and conditions and over the Charged Securities or the repayment of any or all outstanding obligations of the Client until such time as all the obligations and liabilities of the Client to the Company (including but not limited to the Debit Balance) is discharged and paid in full.
- 9.5 Upon or at any time after the termination of the Facility, provided that all outstanding sums owed to the Company by the Client (including the Debit Balance) shall have been discharged and paid in full and the Company shall have executed a full and proper acknowledgement and discharge in respect thereof, the Company shall transfer the Charged Securities, the Charged Property and all other Securities which are then held by the Company hereunder to such person as the Client may notify to the Company. In the absence of such notification by the Client to the Company or upon the expiry of the notice to terminate the Facility, the Company is authorised to despatch the same to the Client at the Client's risk and expense to the address of the Client by registered post or in the case of book-entry securities, the Company shall be entitled to transfer such securities to any account of the Client with the applicable central depository or custodian. Upon such posting and/or transfer, the Company shall have no further liability for the delivery and/or transfer thereof.
- 9.6 Without prejudice to any other rights or remedies which the Company may have at law or in equity or under these terms and conditions, upon termination of the Facility, the Company shall be entitled to:
- (a) sell any or all Charged Securities held or carried for the Client; and/or

- (b) exercise all rights over and in respect of any other Eligible Collateral including but not limited to selling any or all of the non-cash Eligible Collateral in such manner and at such times as the Company deems fit with only such notice which is required by applicable law and which cannot be waived, and the sale of such Eligible Collateral to the Company or any of its affiliates, will transfer the title to ownership of such Eligible Collateral free from any claim or right of any kind, including any equity interest of the Client or the relevant Obligor, such right and equity being hereby expressly waived and released.

In exercising any right or power of sale as aforesaid, the Company shall have no obligation whatsoever to the Client or the relevant Obligor to time, or to try and time, such sale so as to obtain the best possible market price for the sale of the Charged Securities and/or Eligible Collateral.

- 9.7 Notwithstanding any other provision of the Agreement, service of notice of termination by the Client to the Company shall be effective only upon actual receipt thereof by the Company.
- 9.8 To the fullest extent permitted by the law, the Company shall not be liable to the Client or any Obligor for any claims, costs, damages or losses (direct, indirect, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client or any Obligor as a result of the Company's exercise of any right pursuant to Clause 9.1 or Clause 9.2 hereof.
- 9.9 Any fees, expenses, costs and other charges of the Company accrued or incurred up to the effective date of termination shall be paid by the Client.
- 9.10 After the termination of the Facility, the Company shall close the Securities Margin Financing Account at such time that it deems appropriate.
- 9.11 Without prejudice to the foregoing, the Company's right to take any action or any one of more acts, matters or things specified in this Agreement or in the Standard Terms and Conditions shall not be prejudiced by the occurrence of an Event of Default.

10. WARRANTIES

- 10.1 The Client warrants to the Company that the following are true and accurate at all times and agrees that the disbursement of amounts under the Facility shall be subject to the Company's satisfaction that the following shall be true and applicable as at the date of such intended disbursement and that the disbursement shall not itself result in a breach of any of the following:
 - (a) the Transaction Documents constitute legal, valid and binding obligations enforceable against the respective Obligor in accordance with their respective terms;
 - (b) the execution and performance by an Obligor of any Transaction Document to which such Obligor is a party does not violate any law to which such Obligor is subject or any document, undertaking or licence to which such Obligor is a party or which is binding on such Obligor's assets;

- (c) there have been taken, fulfilled and done all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents and the like) in order (i) to enable each Obligor to enter into, exercise its rights under, perform and comply with its obligations under the Transaction Documents to which such Obligor is a party and (ii) to ensure that those obligations are legal, valid, binding and enforceable against such Obligor;
- (d) the Client's entry into, exercise of its or his rights and/or performance of its or his obligations under the Facility, do not and shall not violate, or exceed any borrowing or other powers or restrictions granted or imposed under or pursuant to (i) any law to which it or he is subject or (ii) where the Client is a body corporate, any provision of its constitutional documents;
- (e) the relevant Obligor is the legal and beneficial owner of all the Eligible Collateral deposited or to be deposited from time to time with the Company or its nominee as security custodian;
- (f) the Client shall file or procure the relevant Obligor to file and/or register and/or lodge with any relevant authorities such statements of prescribed particulars, forms and/or other documents whatsoever as may be required by any applicable law. The Client shall ensure that every authorisation of or registration with governmental or public bodies or courts required in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of this Agreement or the MOC or any other guarantee or security provided by any Obligor and/or the charges created therein is obtained and is in full force and effect and there is no default in the observance of any condition imposed in connection therewith;
- (g) there has been no material adverse change in the financial position of each Obligor from the date on which the Facility is first offered to the Client and, where an Obligor is a body corporate, from that set forth in the latest audited financial statements of the Obligor; and
- (h) the Client is familiar with all relevant rules of the SGX-ST, including but not limited to Rule 3.10.

Each such warranty will be complied with and be correct at all times during the continuance of the Facility as if repeated then by reference to the then existing circumstances.

11. UNDERTAKINGS AND DECLARATIONS

11.1 The Client undertakes to pay: -

- (a) on demand the Debit Balance;
- (b) on demand, all costs and expenses (including taxes thereon and legal fees) incurred by the Company in protecting or enforcing any rights under the Transaction Documents;
- (c) on demand, all commission, brokerage, charges, fees and duties in connection with the

Facility and registration of the Charged Securities as the Company or its nominee may from time to time stipulate; and

- (d) promptly, any stamp, documentary, registration or similar tax or duty payable in connection with the entry into, registration, perfection, enforcement or admissibility in evidence of the Transaction Documents.
- 11.2 The Client undertakes to indemnify the Company against any funding or other costs, loss, expense or liability (including) any loss of profit sustained or incurred by the Company as a result of the Client's failure to pay any sum payable by the Client under these Transaction Documents or any transaction entered into pursuant to the Facility.
- 11.3 Without prejudice to any limitations of liability set out in the Standard Terms and Conditions, the Client agrees and confirms that the Company shall not be liable to the Client or any Obligor for any loss, damage, costs and expenses, or delay whatsoever (whether direct or indirect, consequential, incidental, loss of profit or business products or punitive or special damages or otherwise) which may be suffered, incurred, caused by, arising from or as a result of: -
- (a) the imposition or enactment of any law, rules or regulations by any government or governmental agency in any relevant jurisdiction where securities exchange is situated affecting the operation of the Facility or the performance of any party under the Transaction Documents;
 - (b) any failure in the performance or function or breakdown or disruption of any of the Company's computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained or used by the Company or in connection with or otherwise the Company's business whatsoever;
 - (c) the Company's refusal, failure or liability to make disbursements under the Facility to the Client or to release the Charged Securities or any other Eligible Collateral or any part thereof to the Client or any relevant Obligor;
 - (d) the exercise by the Company of any of its rights or powers under or in connection with the Transaction Documents or of the non-performance of any of the Company's obligations under or in connection with the Transaction Documents for any cause beyond the Company's control; and/or
 - (e) (where the Client is a company) the Company acting or refusing or failing, or being unable to act upon the instructions of the authorised signatories or directors, as the case may be, pursuant to the resolutions given by the Client to the Company.
- 11.4 Without prejudice to the foregoing, the Company shall not be liable for any loss (direct, indirect, special, consequential, punitive or otherwise) arising from or relating to whether directly or indirectly, the exercise of any of the rights, powers or trusts which may be vested in the Company under this Agreement or by the law for the time being in force. The Company is further not obliged to exercise any of its rights at the time and in the manner most favourable to the Client and the Company shall not be liable for any loss (direct, indirect, special, consequential, punitive or otherwise) or damage arising from the exercise or non-exercise of

such rights. The Company hereby expressly disclaims all warranties, expressed or implied, including any warranty as to the compliance with the laws of any governmental authority in respect of ownership, possession, storage, financing or transfer of any security which is the subject matter of any transaction pursuant to this Agreement.

- 11.5 The Client undertakes, upon the Company's request and at its own cost, to execute such Transaction Documents and do such things in connection with the provisions of any additional security as the Company may require, to complete and deliver all transfers, notices, and other Transaction Documents and do all acts and things which the Company may specify to enable or assist the Company to perfect its title to or interest in such additional security.
- 11.6 The Client declares that the Company shall not be answerable for the loss or damage to or diminution in value of any of the Charged Securities howsoever arising whilst the same are in the possession, control or custody of the Company, its nominee or their servants or agents and whether by the exercise or non-exercise of any of the authorities or powers conferred upon the Company.
- 11.7 The Client agrees and confirms that entries made in the accounts maintained by the Company in accordance with its usual practice shall be prima facie evidence of the existence and amount of the Client's obligations recorded in them.
- 11.8 The Client agrees that if the amount received by the Company from the Client on any day is less than the sum due on that date, then, regardless of any appropriation made by the Client, the Company may apply that amount in payment of whatever part or parts of that sum it may think fit.

12. INDEMNITY

- 12.1 The Client agrees to indemnify and keep the Company, its employees and agents, its related, associated and affiliated corporations (including their employees and agents) indemnified, fully and completely and at all times from and against any and all actions, proceedings, losses, damages, expenses, penalties, costs, claims, demands, and all other liabilities whatsoever, legal or otherwise which the Company may suffer, incur or sustain by reason of or in connection with:
- (a) the Company acting on or carrying out any instructions given or purportedly given to the Company pursuant to the terms and conditions of the Transaction Documents;
 - (b) the Company using any system or means of transmission, communication, transportation or otherwise in carrying out any instructions, including without limitation, by reason of loss, delay, misunderstandings, mistakes, distortions or duplications;
 - (c) the Company's provision of services to the Client including but not limited to the transactions contemplated in the Transaction Documents and in connection with all or any of the matters or transactions in respect of the Facility and any account maintained by the Company;
 - (d) any default in repayment of any advances upon demand or interest accrued thereon

or any sum payable under the terms and conditions of the Transaction Documents in relation to the Client's obligations in favour of the Company including but not limited to any loss or expense sustained or incurred by the Company in taking proceedings under the Transaction Documents;

- (e) any change in any existing law or regulation or official directive in respect of any of the terms and conditions of the Transaction Documents;
- (f) the Company acting hereunder prior to the receipt by the Company of any notice in writing of the termination or revocation of the terms and conditions of the Transaction Documents by operation of the law as to the Client;
- (g) the Company enforcing or attempting to enforce any rights it may have against the Client or any Obligor pursuant to the terms and conditions of the Transaction Documents;
- (h) any breach by the Client or any Obligor of any of the terms and conditions of the Transaction Documents or such other terms and conditions that are applicable to the services provided or to be provided by the Company to the Client or transactions between the Company and the Client, and any transaction on the Securities Margin Financing Account relating to the enforcement of the Company's right of sale under Clauses 7 and 8; or
- (i) the Company making the Facility available to the Client or the Company performing its functions contemplated under the Transaction Documents or by reason of the Company or its agent holding the Charged Securities or by reason of any breach by the Client or relevant Obligor of the Client's or relevant Obligor's obligations and covenants under the Transaction Documents or in any other way in connection with the Facility, and any transactions on the Securities Margin Financing Account relating to the enforcement of the Company's rights of sale under Clauses 7 and 8.

12.2 Clause 12 shall survive any expiry or termination of this Agreement.

13. SET-OFF AND CONSOLIDATION

13.1 The Client acknowledges and agrees that, in addition to any security interest, lien and rights of set-off and any similar express or implied rights which the Company may be entitled to exercise from time to time, the Company may, at any time and as a continuing right, without notice or demand:

- (a) set-off against the Client's obligations to the Company whether referable to the Client's Securities Margin Financing Account or the Client's cash trading account any money or credit balance in any account of the Client maintained with the Company (including the trust account the Company are obliged to maintain for the Client pursuant to the Company's obligation under the Securities and Futures Act (Cap. 289) (collectively "**Accounts**"), effecting as the Company deems necessary or appropriate any currency conversion to allow for such set-off to be effected; and
- (b) combine and consolidate all or any of the Accounts with any other account of the Client

in debit (and thus indicating an amount owing to the Company).

14. DISCLOSURE

14.1 Without prejudice to Clause 23.1 of the Standard Terms and Conditions, the Client hereby consents to the Company disclosing to the Company's subsidiaries and related companies, to the custodians, nominees, depository agents, the SGX-ST and any other relevant securities exchange and all share registrars for the Charged Securities and all authorities and all assignees, transferees, guarantors, sureties or prospective assignees, transferees, guarantors, sureties or any other person who has entered into or is intending to enter into any contracts with the Company in connection with the Facility or any security therefor all or any information about or relating to the Client, the Eligible Collateral, Charged Securities or any other assets used as security for the Facility (including but not limited to the ownership thereof), any transactions entered into by the Client, the Company and/or any other person pursuant to the Facility and the Transaction Documents, any of the Client's accounts held by or with the Company or the custodians, depositories, depository agents or others in connection with the Charged Securities or any such other assets:

- (a) as the Company may deem appropriate for purposes connected with the Facility, the Transaction Documents, the Charged Securities or any other assets used as security for the facilities, or the exercise of the Company's rights and powers relating thereto; and/or
- (b) which the Company is required to disclose pursuant to any applicable law or regulations in any relevant jurisdiction(s).

15. CUSTOMER'S ACKNOWLEDGEMENT

15.1 The Client irrevocably acknowledges that-

- (a) in all transactions in the Securities financed by the Facility and effected through the Company, acting as stockbroker, the Company acts as the Client's agent and not as principal unless the Company otherwise specifies;
- (b) the Client has obtained independent advice and is aware of the risks involved in using the Facility, including but not limited to the risks set out in Schedule 1 hereto;
- (c) prior to accepting the Facility and entering into the Agreement the Client has read and understood all the terms and conditions of the Transaction Documents;
- (d) the obligations of the Company are limited to those expressly set out in the Transaction Documents;
- (e) the Company is not liable in connection with or to be held in any respect responsible for: -
 - (i) any movement or change in the value of any of the Securities purchased under or pursuant to the Facility;

- (ii) any losses or damages, expenses or liabilities suffered by the Client or any other person in connection with any moratorium or restriction on dealings in or any forfeiture or cancellation of the rights or interests of the Company, the Client or any owner of any of the Securities imposed by or resulting from any applicable law or any regulation or directive of any government, government agency or any other authority or any restrictions on convertibility, requisitions, involuntary or compulsory transfers, distraints of any character, governmental or military powers, war, strikes or other causes beyond the Company's control;
 - (iii) any diminution in the value of funds due to taxes or depreciation or any unavailability, forfeiture or loss of funds due to exchange or capital controls (temporary or otherwise) or any other restrictions imposed by any government, government agency or any other authority; and/or
 - (iv) any information, advice or opinion of the Company or any person on behalf of the Company (whether or not provided at the Client's request or relied upon by the Client);
- (f) Neither the Client nor any Obligor has entered into any Transaction Document in reliance on any representation or warranty made by the Company or any person associated with the Client.

16. AMENDMENTS

Without prejudice to Clause 27.1 of the Standard Terms and Conditions, the Company shall be entitled at any time and from time to time to amend, vary or supplement any provision under this Agreement by publication on its website at www.rhbinvest.com.sg and such amendment, variation or supplement shall take effect upon such publication.

17. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and each party agrees to submit to the non-exclusive jurisdiction of the Courts of Singapore.

SCHEDULE 1

MARGIN RISK DISCLOSURE

1. The Client can lose more funds than it deposits in the Securities Margin Financing Account. A decline in the value of Securities that are purchased using the Facility may require the Client to provide additional funds to the Company to avoid the forced sale of any or all of the Charged Securities.
2. The Company can force the sale of the Charged Securities. If the minimum maintenance margin requirements under the law, or the Company's higher "house" requirements are not met, the Company can sell the Charged Securities in any of the Client's or relevant Obligor's accounts maintained with the Company to cover the Margin deficiency. The Client also will be responsible for any shortfall after such sale.
3. The Company can sell the Charged Securities without contacting the Client or the relevant Obligor. The Company will attempt to notify the Client of Margin Calls, but it is not required to do so. However, even if the Company has contacted the Client and provided a specific date by which the Client can meet a Margin Call, the Company can still take necessary steps to protect its interests. This may include immediately selling all or any of the Charged Securities without notice to the Client or the relevant Obligor.
4. The Client is not entitled to choose which Charged Securities are to be liquidated or sold to meet a Margin Call. As the Securities are collateral for the Facility, the Company has the right to decide which Collateral to sell or realise in order to protect its interests.
5. The Company can increase its maintenance margin requirements at any time and is not required to provide the Client or the relevant Obligor with advance written notice. These changes in the Company's policy often take effect immediately and may result in the issuance of a Margin Call. The Client's failure to satisfy such Margin Call may cause the Company to liquidate or sell all or any of the Charged Securities.
6. The Client is not entitled to an extension of time on a Margin Call. While an extension of time to meet Margin requirements may be available to the Client under certain conditions, the Client does not have an automatic right to the extension.