



Maybank Kim Eng Securities Pte Ltd

Terms and Conditions

For

Margin Facility Account

Telephone : (65) 6432 1888 (Singapore and Overseas)

Email : helpdesk@maybank-ke.com.sg

Website : www.maybank-ke.com.sg

PART 1 INTERPRETATION

1 DEFINITIONS

1.1 In the Margin Facility Terms, these words and expressions have the meanings below unless the context requires otherwise.

Account means any of your account maintained with us for the purpose of the Margin Facility.

Account Terms mean the general terms and conditions governing all your accounts with us.

Application Form means the application form for the Margin Facility which is submitted by you to us.

Approved Securities means Securities that are acceptable to us for financing under the Margin Facility.

Base Currency means Singapore Dollars or a currency other than Singapore Dollars.

Bankrupt means in the case of (a) a body corporate, a person who is being wound up or cease to carry on a business, who enters into a compromise or arrangement with its creditors, whose property is in the possession or under the control of a receiver (whether appointed by a court, or otherwise), who is under administration or a scheme of arrangement, or who is subject to any analogous event, or (b) a natural person, a person who is bankrupt, (as defined in the Bankruptcy Act (Cap. 20) of Singapore), or who is subject to any events analogous to those described under item (a);

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Singapore.

Collateral means all the Approved Securities and other Securities that are or will be provided by way of security to us pursuant to the Security Document.

Collateral's Security Value means the sum of the Security Value of each Collateral.

Company means Maybank Kim Securities Pte. Ltd., a company incorporated in Singapore.

Customer	means the person listed as applicant of the Margin Facility in the Application Form; and if there is more than one person listed as applicant, means all or any of them.
Event of Default	has the meaning given to it in Clause 17.
Fees	has the meaning given to it in Clause 11.
Finance Documents	means the Margin Facility Terms, the Margin Facility Letter, the Security Document, and any other document that we agree is a finance document.
Laws	means all statutes, laws, rules, regulations, directives, and circulars (whether of any governmental body, authority or self-regulatory organisation in relation to which we are a member, or otherwise) in Singapore or other jurisdiction.
Loan-to-Value	means, for an Approved Security, the percentage of the Market Value that we are prepared to finance; the percentage determined by us from time to time may vary depending on the type of Approved Securities.
Margin Call	means the circumstances described in Clause 14.
Margin Facility	means the facility granted or to be granted by us to you for the purchase of Approved Securities pursuant to the Margin Facility Terms.
Margin Facility Letter	means a letter issued by us to you notifying you that you have been offered the Margin Facility on the terms and conditions set out in that letter.
Margin Facility Terms	means the terms and conditions on which we make Margin Facility available to you; the Margin Facility Terms may change from time to time.
Margin Limit	has the meaning given to it in Clause 3.2.
Margin Ratio	<p>means the percentage determined by us based on the following formula:</p> $\frac{\text{Collateral's Security Value}}{\text{(Outstanding Amount – cash in Account, if any)}}$
Market Value	means the market value that we assign (at our discretion) to that Approved Security; it may be based on such price determined by us on a capped basis, or the last sale price or bid price (as the case may be).

Material Adverse Change	means, in relation to you, a material adverse effect on (a) your business, property or financial condition; (b) your ability to perform your obligations under the Margin Facility Terms; or (c) the value of your Collateral.
Outstanding Amount	means all amounts you owe to us under the Finance Documents, including any amount you will or may owe to us in the future.
Securities	means including notes, stocks, shares, and units in a collective investment scheme.
Security Document	means any agreement or document creating or purporting to create a Security Interest for your obligations to us from time to time under the Margin Facility Terms.
Security Interest	means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect;
Security Value	means, for an Approved Security, an amount determined using its Loan-to-Value; and for any other Collateral, an amount as may be determined by us.
Singapore Dollars	means the lawful currency of Singapore.
you	means the Customer; and “your” has a corresponding meaning.
we	means the Company; and “us” and “our” have the corresponding meaning.

2 CONSTRUCTION

2.1 In the Margin Facility Terms, unless the context otherwise requires:

- (i) words in the singular include the plural and vice versa;
- (ii) including means including without limitation;
- (iii) where an act is required to be performed promptly, it must be performed as soon as reasonably possible from the moment when the act could reasonably have been performed, having regard to all of the circumstances;
- (iv) a time of day is a reference to Singapore time;

- (v) a reference to a person includes an individual, a body corporate, an unincorporated body, and an authority, including their respective successors and assigns, and the person's executors and administrators;
 - (vi) a reference to a Clause is to a clause of the Margin Facility Terms;
 - (vii) a reference to a Finance Document is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms;
 - (viii) a reference to legislation includes any modification or re-enactment of such legislation or any part of it; and
 - (ix) headings are for convenience only and do not affect the interpretation or construction of the Margin Facility Terms.
- 2.2 A Law that imposes an obligation on you, or gives rights or protections to us, is part of the Finance Documents, unless it is inconsistent with something else in the Finance Documents. However, a Law (and anything done under that Law), to the extent that it might limit our rights under the Finance Documents, will not apply unless that Law says that an agreement cannot stop it from applying.
- 2.3 No rule of law or interpretation to the effect that an ambiguity in a document is to be construed against the person drafting or preparing a document shall apply in respect of the Finance Documents.
- 2.4 When more than one person enters into any of the Finance Documents, the obligations of those persons will be joint and several.
- 2.5 The Margin Facility Terms shall be read together with the Account Terms. If there is any inconsistency between the terms of the Margin Facility Terms and the Account Terms, the Margin Facility Terms will prevail to the extent of any such inconsistency or conflict.

PART 2 FACILITY TERMS

3 THE FACILITY

- 3.1 Subject to the Margin Facility Terms, we agree to grant you the Margin Facility.
- 3.2 Once we have approved your application for the Margin Facility, we will send you a Margin Facility Letter informing you of the amount available for your use under the Margin Facility (the "**Margin Limit**").

4 PURPOSE

- 4.1 You must use the Margin Facility for purchasing or subscription of Approved Securities only.

5 MONITORING

- 5.1 We are under no obligation to monitor or verify how the Margin Facility is used.

6 MARGIN LIMIT

- 6.1 The Margin Limit is determined by us at the time of your application for the Margin Facility. The Margin Limit may be reviewed by us from time to time, including where we are required by applicable Laws to do so.
- 6.2 You may request for a temporary increase in the Margin Limit. We may approve or decline your request depending on whether it meets our financing criteria. Any approval of such request is subject to such conditions as may be notified to you.
- 6.3 You must provide us with any information that we reasonably require at the time of any review.
- 6.4 As a consequence of a review, we may decrease the Margin Limit if we consider it appropriate having regard to our financing criteria and obligations under any applicable Law (and even if to do so would result in an Event of Default).
- 6.5 You must ensure that the Outstanding Amount is less than the Credit Limit within 5 Business Days of receiving notice of a reduction in the Margin Limit.
- 6.6 If you do not comply with your obligations under Clause 6.5, then without limiting our rights under the Security Document, you will be taken to have requested the attorney appointed under Clause 22 to take all steps we deem necessary to ensure that the Outstanding Amount is less than the Margin Limit.

7 FINANCING CONDITIONS

- 7.1 You acknowledge that:
- (i) we have absolute discretion (a) to determine whether we will make the Margin Facility available to you; (b) to determine the Margin Limit; and (c) to attach any conditions to the making of the Margin Facility available to you;
 - (ii) we are not obliged to tell you the reason for any decision that we may make or action we may take under Clauses 7.1(i)(a), 7.1(i)(b), and 7.1(i)(c); and
 - (iii) we will not be liable for any loss suffered by you as a result of us not making the Margin Facility available to you.
- 7.2 You may request to utilise the Margin Facility only if:
- (i) you have given us the following in a form satisfactory to us: (a) the appropriate Application Form duly completed and signed; (b) the Security Document duly signed; and (c) any other document or information we reasonably require;
 - (ii) an Event of Default has not occurred or is likely to occur or would result from utilising the Margin Facility;
 - (iii) you are not or will not be in breach of your Margin Limit or the Margin Ratio prescribed by us;
 - (iv) you are not or will not be subject to a Margin Call from utilising the Margin Facility;

- (v) there are no outstanding Fees and interest;
- (vi) we are satisfied that your utilisation of the Margin Facility will meet our financing criteria; and
- (vii) the representations under Clause 15.1 to be made by you are true in all material respects.

8 PURCHASE OF SINGLE SECURITY

- 8.1 We have the right to impose any condition we consider necessary whenever your purchase of Approved Security consisting of a single quoted Security exceeds such percentage threshold prescribed by us.

PART 3 FINANCING COSTS

9 INTEREST

- 9.1 You must pay us interest on the Outstanding Amount at the applicable interest rate. We may also charge interest on unpaid interest, Fees, and any other amount owing in connection with the Finance Documents from (and including) the date that relevant amount becomes payable.
- 9.2 If the Outstanding Amount exceeds the Margin Limit, we may charge you default interest on the amount by which the Outstanding Amount exceeds the Margin Limit. You must also pay us default interest on any amount you fail to pay on the due date, including the amount of any Margin Call which is not satisfied in accordance with Clause 14.2.
- 9.3 Information on current interest rate is available from us on request. Such information may also appear on our website.

10 PAYMENT OF INTEREST

- 10.1 Interest (a) accrues on the Outstanding Amount from day to day commencing on the first day on which each amount under the Margin Facility was utilised; (b) is calculated on the number of days elapsed and on a 360-day or 365-day year (determined at our discretion); and (c) will be debited against your Account on the last Business Day of each month (unless we agree otherwise).

11 FEES

- 11.1 You must pay us our fees in connection with the provision of the Margin Facility or any other services, as soon as they are due and payable, whether or not you request to utilise the Margin Facility. Our fees may be varied from time to time. Information on current fees is available from us on request. Such information may also appear on our website.
- 11.2 If we tell you that we propose to amend and introduce any fee relating to the Margin Facility Terms or the transactions that the Margin Facility Terms contemplate, you must pay those fees when we request.
- 11.3 All fees will be debited against your Account as soon as they are due and payable.

PART 4 REPAYMENTS OF MARGIN FACILITY

12 REPAYMENT AT CUSTOMER'S ELECTION

12.1 You may repay part or all of the amounts outstanding under the Margin Facility at any time.

13 REPAYMENT AT COMPANY'S ELECTION

13.1 We may ask you to repay part or all of the amounts outstanding under the Margin Facility:

- (i) at any time by giving you 5 Business Days' notice;
- (ii) in accordance with Clause 18;
- (iii) if a Margin Call is not satisfied in accordance with Clause 14.2;
- (iv) if it becomes unlawful in any applicable jurisdiction for us to perform any of our obligations under the Margin Facility Terms; or
- (v) if we elect to terminate the Margin Facility on the date specified by us.

13.2 If you do not repay the amount owing by the deadlines required by Clause 13.1, we will be entitled to take any action we consider necessary, including exercising our rights under the Security Document to sell the property subject to the Security Interest.

14 MARGIN CALLS

14.1 A Margin Call occurs if we determine at any time and on any day that the Margin Ratio has fallen below a certain ratio prescribed by us.

14.2 If a Margin Call occurs, we will take reasonable steps to notify you and ask you to take any of the following actions by certain time:

- (i) repay (from your own funds) such part of the Margin Facility;
- (ii) provide us with additional security acceptable to us in form and substance;
- (iii) sell such part of the Securities in your Account and use the proceeds of sale to repay such part of the Margin Facility; or
- (iv) take any other step as we may direct.

14.3 If none of the actions specified in Clause 14.2 are taken by you to satisfy the Margin Call by the deadlines required by us, we will treat this as an Event of Default.

14.4 We will not be liable to you for any loss that you incur because of any failure to make a Margin Call as soon as we are entitled to.

PART 5 CUSTOMER'S OBLIGATIONS

15 REPRESENTATIONS

15.1 You make the following representations and warranties to and for our benefit on the date of the Application Form. You further acknowledge that you make these representations and warranties with the intention of inducing us to provide the Margin Facility and that we provide the Margin Facility on the basis of and in reliance on each of such representations and warranties:

- (i) if you are a natural person, you are not Bankrupt; or if you are a company, you are duly incorporated and validly existing under the Laws of your jurisdiction of incorporation, you are not Bankrupt, and that no step has been taken that might result in any of these statements becoming incorrect;
- (ii) each Finance Document constitutes legally binding obligations, enforceable in accordance with its terms;
- (iii) you have disclosed to us in writing all information regarding you, the Finance Documents, and any matter relating to the Finance Documents that might be material to our decision to enter into the Finance Documents and to make the Margin Facility available to you;
- (iv) you have taken such independent legal, financial and taxation advice in connection with your entry into the Finance Documents as you reasonably think fit;
- (v) no Event of Default has occurred and you have the capacity to fulfil your obligations under the Finance Documents;
- (vi) payment of monies in accordance with your instructions by us will not breach any applicable Law; and
- (vii) no event has occurred that may cause a Material Adverse Change affecting you.

15.2 The matters set out in Clause 15.1 are deemed to be repeated by you by reference to the facts and circumstances then existing on (a) the date you request to use the Margin Facility; and (b) the date you use that Margin Facility.

16 UNDERTAKINGS

16.1 From the date of Margin Facility Terms until the Outstanding Amount has been paid in full and we have terminated the Margin Facility Terms, you must:

- (i) provide us promptly such information relating to the Finance Documents or the transactions that the Finance Documents contemplate, or your financial condition, business, property and affairs we may request; and
- (ii) give us prompt notice in accordance with the Margin Facility Terms if an Event of Default occurs.

PART 6 DEFAULT

17 EVENT OF DEFAULT

17.1 An event of default occurs if:

- (i) you fail to pay on time any amount which is due and payable under the Finance Documents;
- (ii) you breach any provisions of any Finance Document;
- (iii) any assurance that you give in any Finance Document is untrue or misleading (whether by omission or otherwise) in any respect when made or repeated;
- (iv) all or any provision of any Finance Document does not have effect or ceases to have effect in accordance with its terms, or is or becomes void, voidable, illegal or unenforceable;
- (v) any event occurs that in our opinion causes, or may cause, a Material Adverse Change affecting you; and
- (vi) (if you are a natural person) you die or become a person who, in our opinion, is incapable of managing your affairs.

18 CONSEQUENCES OF EVENT OF DEFAULT

18.1 At any time after an Event of Default, we, by notice to you, may declare that the Outstanding Amounts are due and payable, in which case you must immediately repay the Outstanding Amounts owing to us. If you do not repay the Outstanding Amounts at the time required by Clause 18.1, we will take any action we consider necessary, including exercising our rights under the Security Document to sell the property subject to the Security Interest.

19 TERMINATION

19.1 In addition to Clause 18.1, we may terminate the Margin Facility Terms at any time regardless of whether or not there has been an Event of Default by giving you not less than 10 days' notice. If this occurs, all the provisions of the Finance Documents will continue to operate until you have paid the Outstanding Amount despite the termination of the Margin Facility Terms.

PART 7 GENERAL TERMS

20 INDEMNITY

20.1 You indemnify and hold harmless us from all liabilities, claims, losses and costs (including consequential or economic loss and legal costs on a full indemnity basis) suffered or incurred by us directly or indirectly arising out of or in connection with:

- (i) undertaking instructions in respect of the Margin Facility (a) given by you or an authorised representative (or a person that we believe in good faith is you or an authorised representative); or (b) purported to be given by you or by telephone or facsimile transmission (whether or not such instructions have in fact been given or made by you);

- (ii) any failure by you to strictly comply with your obligations under any Finance Documents; and
- (iii) us performing our obligations under any Finance Documents.

21 CURRENCY INDEMNITY

- 21.1 You must, as an independent obligation, indemnify us against any loss, liability or costs which we incur as a consequence of converting any amount received from you into the Base Currency.

22 POWER OF ATTORNEY

- 22.1 You appoint us and our officers and agents severally as your attorney with full power in our name, your name or the respective attorney's name to do all acts and things which should be done by you under the Finance Documents, which we are authorised to do under the Finance Documents or by Law, or which in our opinion is necessary or desirable for the purposes or preserving our rights under the Finance Documents.

- 22.2 You agree to ratify and confirm all acts and things done by us under this power of attorney. You also agree to indemnify each attorney against any reasonable loss or costs he suffers or incur in exercising the powers under this power of attorney.

23 SET-OFF

- 23.1 We may set off any matured amount which you owe us under the Finance Documents against any matured amount we owe you.

24 PAYMENTS

- 24.1 All sums payable by you under the Margin Facility Terms must be paid in full without deduction or withholding for tax or duty (however imposed and by whatever name called), and without set-off or counterclaim and in cleared funds no later than 11 am on the day in question to such account as we may have specified for this purpose.

- 24.2 Where the day on or by which any payment is to be made is not a Business Day, the payment must be made on or by the following Business Day.

25 CALCULATIONS

- 25.1 We are the party responsible for determining amounts due, owing or recoverable under or in connection with the Finance Documents. Any certificate given by us or a person authorised by us is prima facie evidence of the amounts due, owing or recoverable and is conclusive for the purposes thereof.

26 INFORMATION

- 26.1 We may from time to time seek from any other creditor or provider of finance to you such information about you and your affairs as we may think fit and you must direct such third party to provide such information to us.

27 RIGHTS AND WAIVERS

- 27.1 We have absolute discretion as to what we do or do not do under or for the purposes of any Finance Document. We do not have to give any reasons for doing or not doing something under or for the purposes of any Finance Document.
- 27.2 The fact that we do not exercise, or delay in exercising, a right under any Finance Document does not mean that we have given up or waived the right or that we cannot exercise the right later. The fact that we exercise a right once or partly does not mean that we cannot exercise that right again or other rights later.
- 27.3 If we start to exercise a right, we can stop exercising it at any time. The only way in which we can waive any of our rights under any Finance Document is by giving you a notice in writing.
- 27.4 We will not be liable to you or any other person for any loss, liability, cost or expense that is caused (directly or indirectly) by anything that we do or do not do under or for the purposes of the Finance Documents.
- 27.5 The rights and remedies provided in the Finance Documents are cumulative and do not exclude any rights or remedies provided by Law.

28 JOINT FACILITY

- 28.1 If there are more than one of you, you are jointly and severally bound to comply with the Margin Facility Terms and are jointly and severally liable for all the Outstanding Amount.
- 28.2 With a joint Margin Facility, either of you are authorised to operate the Margin Facility.
- 28.3 Either of you can write to us and terminate your liability for future indebtedness on your joint Margin Facility. If either of you ask to terminate your liability, we may stop operations on your joint Margin Facility generally. In any case, each of you remain liable for all transactions either of you make prior to the date you cancel your liability for future indebtedness on your joint Margin Facility.

29 AUTHORISED REPRESENTATIVES

- 29.1 Any action taken by an authorised representative (or a person that we believe in good faith is an authorised representative) on behalf of you in relation to any Finance Document is binding on you. You may not challenge the validity of that action.

30 COMPLIANCE WITH APPLICABLE LAWS

- 30.1 We may delay, block or refuse to make a payment if we believe on reasonable grounds that making the payment may breach any applicable Law, and we will incur no liability to you if we do so.
- 30.2 You agree to provide all information to us which we reasonably require to comply with applicable Laws. We may disclose information which you provide to us where required by applicable Laws.

31 COSTS AND EXPENSES

- 31.1 Everything that you do under the Finance Documents or under any Law must be done at your own cost and expense. This applies even if it is something that we have asked you to do or is for our benefit.
- 31.2 You must pay us all costs and expenses (including legal costs on a full indemnity basis) which we or our agent charge, are charged, pay or incur in connection with (a) preparing, stamping or registering any Finance Document; (b) any transaction under or relating to any Finance Document or the Outstanding Amount; (c) the enforcement of or the preservation of any rights under any Finance Document or applicable Law; and (d) your default. You must also pay us any stamp duty or other tax or duty on any Finance Document or on any transaction under or relating to any Finance Document.
- 31.3 We may add such costs and expenses in Clause 31 to the amount owing under the Margin Facility. You must pay us such costs and expenses whenever we demand.