

# TERMS AND CONDITIONS GOVERNING SHARE BUILDERS PLAN

## 1. DEFINITIONS

1.1 In these terms and conditions, unless the context otherwise requires:

“Application Form” means the application form by which the SBP Customer applies to PSPL for its service under the Share Builders Plan.

“Business Day” means a day (other than Saturday or Sunday) on which commercial banks are open for business in Singapore.

“Investment Instructions” means the instructions given by the SBP Customer in the Application Form under the section entitled “Investment Instructions” on the manner in which the Gross Investment is to be allocated each month towards the purchase of Share Counters selected by the SBP Customer in the Application Form, as may be amended from time to time in accordance with the terms and conditions herein.

“Gross Investment” means the sum indicated in the Application Form to be invested each month by the SBP Customer and which may be varied by the SBP Customer from time to time in accordance with the terms and conditions herein.

“PSPL” means Phillip Securities Pte Ltd and includes its successors or transferees.

“SBP Customer” means the person or corporation for whom PSPL is providing its non-discretionary fund management services under the Share Builders Plan and includes the assignees, successors-in-title and agents of such person or corporation.

“Share Builders Plan” means the non-discretionary fund management service offered by PSPL where PSPL will establish and maintain:

- (i) on its books a separate SBP account (the “SBP Account”) for each customer of such non-discretionary fund management service, and to account for all Share Counters purchased from time to time as per the SBP Customer’s Investment Instructions as set out in the customer’s Application Form; and
- (ii) which purchased securities will be physically commingled and custodised on a commingled and fungible basis together with purchased Share Counters of the same counter(s) of other SBP Customers in an omnibus custody account opened and maintained by PSPL for such purpose (the “Omnibus Custody Account”) referable to the omnibus trading account through which the Customer’s instructions as aggregated with other SBP Customers of PSPL are executed but which PSPL will, on its books, establish and maintain a separate SBP Account for each SBP Customer to account for the custody of that SBP Customer’s purchased Share Counters.

“Share Counters” means the shares or other capital markets products traded on an exchange, including SGX-ST, which the SBP Customer selects from a list of available counters for purchase through PSPL as fund manager under the Share Builders Plan.

“Transaction Date” means a fixed day of every month on which PSPL shall purchase the Share Counters in accordance with the Investment Instructions.

1.2 The headings in these terms and conditions are inserted for convenience only and shall be ignored in construing these terms and conditions. Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural person shall include body corporate, and the use of any gender shall include all genders.

## 2. APPOINTMENT OF PSPL AND ACKNOWLEDGEMENT BY CUSTOMER

The SBP Customer hereby appoints PSPL as fund manager on a non-discretionary basis (except to the extent otherwise provided under these terms) for the purpose of carrying out the Investment Instructions in connection with the Share Builders Plan and all other necessary actions in the fulfillment thereof upon the terms and conditions herein.

The SBP Customer acknowledges that the Share Builders Plan contemplates and consents to PSPL aggregating the Investment Instructions with the Investment Instructions of PSPL’s other customers for such fund management services for identical Share Counters. Subject to clause 6 below, the allotment or distribution of the actual number of Share Counters individually amongst all such customers shall be at the discretion of PSPL exercised in good faith. The SBP Customer accepts and agrees that so long as such allotment or distribution or actions by PSPL is effected by PSPL in good faith, it shall have no liabilities to the Customer.

## 3. INVESTMENT INSTRUCTIONS

The SBP Customer shall indicate in the relevant section of the Application Form the Gross Investment to be paid by the SBP Customer to PSPL, the selected Share Counters and the manner in which the Gross Investment is to be allocated each month for the Share Counters selected by the SBP Customer.

## 4. PAYMENT OF GROSS INVESTMENT

4.1 The SBP Customer shall, within 6 Business Days after PSPL’s approval of the application for the Share Builders Plan and subsequently at least 6 Business Days before the transaction day of each calendar month, pay the Gross Investment to PSPL to be credited to the SBP Customer’s SBP Account, failing which PSPL shall not be obliged to carry out the SBP Customer’s Investment Instructions.

4.2 In the event that the amount received by PSPL from the SBP Customer is less than the Gross Investment, it shall be within PSPL’s absolute discretion whether to allocate such amount as closely as possible to the Investment Instructions of the SBP Customer or to add such amount to the following month’s Gross Investment of the SBP Customer.

4.3 The SBP Customer has to ensure that there are enough funds to meet his monthly investment deduction before he withdraws any excess funds from the SBP Account.

## 5. EXCESS FUNDS

5.1 Unless the SBP Customer or his authorised agent otherwise consents or instructs, the SBP Customer acknowledges that Regulation 16 of the Securities and Futures (Licensing and Conduct of Business) Regulations obliges PSPL (where the SBP Account is maintained with PSPL as securities dealer) to deposit all surplus funds in that account (“Surplus Funds”) in a trust account. While Regulation 17 of the said Regulations (the “Business SFR”) specifies a range of financial institutions at which a trust account may be maintained, it is PSPL’s standard practice to maintain the same with a bank in Singapore as a general rule. In view of the fluctuating nature of such funds, banks do not generally pay interest on such deposits or at best pay minimal interest. As such Surplus Funds are generally deposited together with similar funds of other customers of PSPL for its securities dealing and trading in futures contracts services, it is, as has been indicated in PSPL’s Conditions Governing Phillip Securities Accounts, also administratively difficult and economically counter-productive to try to determine individual allocations of share of interest even if interest is paid. It is a condition for PSPL accepting the SBP Customer as a customer that the SBP Customer agrees therefore to waive and relinquish in favour of PSPL any and all entitlement to interest accruing to the SBP Customer’s share of funds in such trust account.

## 6. PURCHASE OF SHARE COUNTERS

6.1 In relation to any particular Share Counter selected by all SBP Customers, PSPL shall be entitled to invest in such Share Counter on the Transaction Date or at PSPL’s discretion on a non-discriminatory and non-preferential basis by utilising the actual monthly aggregate investment amounts of all SBP Customers to effect market orders on a randomised basis on the Transaction Date for such Share Counter.

6.2 Each SBP Customer shall be credited with the nearest rounded down whole number of the particular Share Counter invested by PSPL herein according to the actual amount paid by the SBP Customer for the relevant month (whether equal to or less than the Gross Investment) less relevant fees charged by PSPL for its services.

6.3 In the event that trading in any particular Share Counter is suspended, the investment amount (together with any accruals and accretions thereto) for that Share Counter will be rolled over and added to the following month’s investment in the SBP Customer’s preferred counter.

6.4 PSPL may suspend investment in any SBP counters that are involved in corporate actions. Shares of such counters may be transferred to the SBP Customer’s GSA account upon his instructions or at PSPL’s discretion.

6.5 For cases of suspension post investment but prior to settlement, the specific amount of funds will be held by PSPL for the settlement once suspension is lifted. SBP Customers will not be allowed to withdraw the specific amount.

6.6 For cases of suspension prior to complete execution of investment or in any event whereby the complete execution of investment on the Transaction Day is unsuccessful, each SBP Customer shall be credited according to the Investment Instructions on a pro rata basis and the excess funds will be rolled over and added to the following month’s investment in the SBP Customer’s preferred counter. (i.e. customer X decides to invest \$100 per month for stock A, total amount to be purchased for all customers for stock A is \$1000. If total investment is only executed for \$800, then customer X will be allocated based on  $100/1000*800 = \$80$  worth of stock A.)

## 7. VARIATION OF GROSS INVESTMENT AND INVESTMENT INSTRUCTIONS

7.1 The SBP Customer may from time to time vary the amount of the monthly Gross Investment and/or the Investment Instructions by completing and submitting the Amendment of Investment Instructions Form to PSPL not later than six (6) Business Days before the Transaction Date for the following month.

7.2 Similarly, SBP customer can temporarily apply for suspension of account by completing and submitting the suspension form to PSPL not later than six (6) Business Days before the transaction date for the following month.

7.3 PSPL reserves the right to terminate any account that is suspended for more than 3 months.

## 8. FRACTIONAL NUMBER OF SHARES

The SBP Customer acknowledges and agrees that it is likely that the SBP Customer’s Gross Investment or the relevant aggregated Gross Investments of all relevant SBP Customers in and of themselves may not be sufficient for the purchase of a final full market lot size of the respective relevant securities PSPL is directed to purchase. In such event and without prejudice to clauses 2 and 6.2 above, the SBP Customer agrees and vests in PSPL the right and discretion to purchase for itself such number of relevant and identical securities as will allow the purchase of the largest number of the relevant securities for the SBP Customer as is feasible.

## 9. FEES, COSTS AND EXPENSES

The SBP Customer agrees to pay PSPL such fees for the provision of services by PSPL under the Share Builders Plan at such rate or rates as PSPL may determine from time to time, together with all costs and out-of-pocket expenses incurred by PSPL in connection with and arising from the provision of services under the Share Builders Plan including for execution, brokerage and custody fees associated with the execution of Investment Instructions and custodising of the Share Counters purchased and allotted to the SBP Customer.

## 10. HOLDING OF SHARES ON AGGREGATE OR OMNIBUS BASIS

The SBP Customer acknowledges and consents to the fact that any Share Counters purchased by PSPL pursuant to Clause 6.1 herein on behalf of such SBP Customer may be held together with other such Share Counters purchased by PSPL for the other SBP Customers on an aggregate or omnibus basis, notwithstanding that the SBP Customer may in certain circumstances be prejudiced. To the extent that with respect to the Share Counters purchased and held to the account of the SBP Account PSPL will provide custodial services the terms for such services as are set out in PSPL's Conditions Governing Phillip Securities Accounts shall apply.

#### 11. NON-RELIANCE ON SELECTION OF LIST OF SHARE COUNTERS

The SBP Customer agrees that the List of Share Counters provided by PSPL does not in any way constitute the giving of investment advice by PSPL or the making of any recommendation or representation with respect to the same but is simply a list of the securities that are available for purchase at the SBP Customer's option pursuant to the terms of this Agreement and the SBP Customer shall be deemed to have made his own decision by selecting the Share Counters from the List of Share Counters provided by PSPL. PSPL reserves the right to add or remove any Share Counters from the List of Share Counters from time to time at its sole discretion without notice.

#### 12. EXCLUSION OF LIABILITY AND INDEMNITY

12.1 The SBP Customer agrees that neither PSPL nor any of its officers, agents or employees shall be liable to the SBP Customer for any loss, damage, cost, charge or expenses suffered by the SBP Customer for any act or omission in relation to the Share Builders Plan unless it was caused by fraud, gross negligence or wilful default. PSPL shall not be responsible for any loss or damage whatsoever arising, directly or indirectly in connection with or as a result of any SBP Customer's purchase of counter(s) pursuant to the Share Builders Plan.

12.2 The SBP Customer agrees to fully indemnify PSPL and to keep PSPL harmless from any loss, damage, cost, charge or expenses which PSPL may suffer as a result of carrying out the SBP Customer's Investment Instructions, the SBP Customer's breach or violation of these terms and conditions, or the enforcement of any of these terms and conditions. The SBP Customer's obligation to fully indemnify PSPL shall survive the termination of these terms and conditions.

#### 13. TERMINATION

13.1 PSPL shall have the right to terminate this agreement by giving the SBP Customer 5 Business Days' written notice of such intention and shall not be bound to disclose any reasons thereto.

13.2 The SBP Customer shall have the right to terminate the Investment Instructions by giving PSPL not less than 5 Business Days' written notice set out in the Termination of Investment Instructions Form prior to the Transaction Date.

#### 14. SUSPENSION OF ACCOUNT

14.1 The SBP Customer agrees that if any one of the following events occurs, PSPL will have the immediate right, at its discretion, to suspend the SBP Account and take any one or more of the actions available to it in this Clause:

- (a) the SBP Customer fails to observe these terms and conditions;
- (b) the SBP Customer becomes insolvent or bankrupt or makes any arrangement or composition with his creditors or where PSPL has determined in good faith that the SBP Customer is unable to pay any of his debts (applying the presumptions in Section 62 of the Bankruptcy Act, Chapter 20);
- (c) PSPL is of the opinion in good faith that its interest would be adversely affected if it does not suspend or close the SBP Account;
- (d) the SBP Customer's account has insufficient funds for 3 continuous months to meet the gross investment payments.

14.2 Upon the suspension of an SBP Account, no further transactions for that SBP Account may be initiated by the SBP Customer. If any of the events set out above happens, the SBP Customer agrees that PSPL will have the right to take any one or more of the following actions without having to give prior notice to the SBP Customer:-

- (a) terminate its relationship with the SBP Customer and demand that the SBP Customer fully pays PSPL all sums owing by the SBP Customer to PSPL;
- (b) terminate any service utilised by the SBP Customer;
- (c) sell all Securities held in the SBP Account or in custody; and
- (d) thereafter apply the net proceeds of sale (after deducting for PSPL's costs and expenses in connection with such sale) towards settlement of all monies owing by the SBP Customer to PSPL or to a related corporation.

#### 15. JOINT APPLICANT

In the case of the SBP Customer comprising more than one person as joint applicants, each joint applicant further jointly and severally represents, warrants and undertakes as follows:-

- (a) except as provided in (g) below, none of the applicant signatories is under any legal disability and no one other than the joint applicant themselves has any interest in the investment plan;
- (b) in the absence of express instructions as to which one of the joint applicants is authorised to act on behalf of both of them, any one of the joint applicants shall have the full authority to give any instructions with respect to the Share Builders Plan. Accordingly, any orders and instructions from any one of the joint applicants shall be and shall be deemed to be binding upon the other joint applicant as if that joint applicant had expressly authorised the other joint applicant to act on his behalf;
- (c) without prejudice to the generality of the above, in the absence of express instructions as to which one of the joint applicant is authorised to collect physical securities from PSPL, delivery of the physical securities by PSPL to either of the joint applicant is deemed to fulfil PSPL's delivery obligations to all joint applicants;
- (d) any demand, notice, confirmation, report, statement and other communication if addressed to the SBP Customer and sent in accordance with Clause 17, shall be binding on all joint applicants notwithstanding that they have not been sent to or received by any of the joint applicants;
- (e) PSPL is entitled to treat each joint applicant generally as authorised to deal with PSPL in connection herewith as fully and completely as if the other joint applicant has no interest herein;

(f) the agreements, obligations and liabilities of the SBP Customer herein contained or implied are joint and several;

(g) notwithstanding any of the foregoing sub-sections, where one of the joint applicants is an infant or a minor lacking contractual capacity, the provisions of PSPL's Conditions Governing Phillip Securities Accounts on such joint applications shall mutatis mutandis apply. In addition and until and unless earlier revoked by the adult joint applicant by 5 full days' prior notice in writing to PSPL (such revocation to take effect only after the expiry of the prescribed notice period from the time of actual receipt by PSPL), the crediting of Share Counters into the SBP Account is intended to be and shall be accepted by PSPL as irrevocably intended to transfer the full legal and beneficial rights to securities that are instructed to be credited into the SBP Account to the owner/owners on record of such account subject to the terms of such account by way, and despite payment for such securities being provided solely by the adult joint applicant, of outright gift by the adult joint applicant to such account so far as the infant as a joint account holder(s) is concerned and to the extent of the infant's rights and entitlements to credits in such account in accordance to the terms and conditions governing such account. Where the infant joint applicant is the adult joint applicant's child or grandchild, such gift is also intended by way of advancement of the infant's interest.

#### 16. ASSIGNMENT

These terms and conditions shall be binding on and shall enure for the benefit of each of PSPL's and the SBP Customer's successors and assigns. PSPL shall be entitled to assign its rights and obligations under this agreement to any subsidiary, affiliate, successor or any third party without prior written notice to the SBP Customer.

#### 17. NOTICES

PSPL shall send all written communication to the SBP Customer's mailing address and all written communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile or electronic mail) immediately or (if given or made by letter) two (2) days after despatch by post if the mailing address is in Singapore or five (5) days if the mailing address is not a Singapore address. Where the SBP Customer makes use of PSPL's electronic broking services, the SBP Customer shall be deemed to have notice of and bound by all notices and communications as may be given by PSPL from time to time and accessible by the SBP Customer via the electronic broking services effectively as from the day when the same may be so accessed by the SBP Customer.

#### 18. STATEMENTS

Whenever the SBP Customer receives any statements of account or any document provided pursuant to the Share Builders Plan, the SBP Customer agrees that he will inform PSPL of any mistakes or omission or disagreements within seven (7) days from the date the statement of account, contract note or document was posted or notified to him. If the SBP Customer fails to do this, he agrees that he no longer has the right to dispute the accuracy of the statement, note or document. Accordingly, PSPL has the right to treat the SBP Customer's silence as the SBP Customer's representation that the statement or document is accurate. However, if PSPL finds out at any time that any statement or document is inaccurate, it can still amend the statement or document.

#### 19. MODIFICATION

These terms and conditions may be added to, modified or deleted by PSPL from time to time without prior consultation with the SBP Customer and such addition, modification or deletion shall be binding on the SBP Customer.

#### 20. GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with Singapore law. In relation to any legal action or proceedings arising out of the provision of service by PSPL for the Share Builders Plan, the SBP Customer hereby submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore and the SBP Customer waives any objection to proceedings on the ground that the proceedings have been brought in an inconvenient forum.