



Maybank Kim Eng Securities Pte Ltd
Terms and Conditions
for
Fixed Income Securities

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TERMS AND CONDITIONS FOR FIXED INCOME SECURITIES

Investors of Fixed Income Securities shall read, understood and acknowledge the following:

1. It should be noted that all Fixed Income Securities ("FIS") are issued by the Issuers and accordingly, the Issuers (and not Maybank Kim Eng Securities Pte Ltd) will be liable for all obligations and liabilities under and in respect of the FIS. Maybank Kim Eng Securities Pte Ltd acts as principal with the client in the transaction in a restricted capacity only, and does not assume nor is it liable as principal for and in respect of any obligations and liabilities of or arising from/under the FIS.
2. In connection with the purchase and sale of FIS ("the Contract"), you agree and accept that we have NOT provided you any financial advisory service within the meaning of the Financial Advisers Act, including: (i) advising you, either directly or through publications or writings, whether in electronic, print or other form, concerning the FIS; (ii) issuing or promulgating analyses or reports, whether in electronic, print or other form, concerning the FIS.
3. FIS may not be suitable for all investors and if you decide to invest in these FIS you agree and confirm that you possess the necessary knowledge and experience in financial and business matters and expertise in assessing credit risk and you are capable of evaluating the merits, risks and suitability of investing in the FIS.
4. You understand that the return on the FIS is dependent upon movements in exchange rates, interest rates, equity prices or all or any of these or any other market rates and that there is a risk that the return on the FIS may be nil.
5. If any information (including without limitation, any research report(s) on the FIS issued by us or any of our subsidiaries, associated or related corporations, whether recently or otherwise), warranty or representation had in fact been made or supplied by us, you have not in any way and at any time howsoever relied on such information, warranty or representation in the making of your investment decision to purchase the FIS and/or in your assessment or appraisal of the FIS and you have made and will continue to make your own independent appraisal or assessment of the FIS and other matters referred to in the Contract, relying on your own source(s) of information and such legal, tax, accounting, investment and other advice as you deem appropriate.
6. None of us (nor our affiliates, or other parties involved in the placement of the FIS) are responsible or liable as to any tax consequences of your purchase of or in relation to any dealings in the FIS and you are advised to consult your own tax advisers concerning your tax position.
7. You have complied and will comply with all applicable laws and regulations in all jurisdictions relevant to your purchase of the FIS under the placement of the FIS, including, without limitation, you undertake to provide, or cause or procure to be provided, to the SGX-ST and/or any other regulators (together "Regulators") all information (including, without limitation, identity information of the ultimate beneficial owner, if any, of the FIS and/or the person ultimately responsible for the giving of the instruction relating to the subscription) within the time and as requested by any such Regulators and you authorize us to disclose to such Regulators all information relating to the transaction hereunder as such Regulators may request.
8. You and your affiliates will have and will bring no claim whatsoever against us or any of our affiliates or any officers, employees or agents of us or any of our affiliates ("Relevant Persons") in relation to the Contract in respect of any and all losses, damages, claims, proceedings, judgments, liabilities, costs and expenses (including, without limitation, legal expenses) (collectively, "Losses") suffered or incurred howsoever arising and including, but not limited to, all Losses arising as a result of or in connection with any document, announcement or communication relating to the Contract whether or not made or delivered
9. by us, not containing or being alleged not to contain all information required to be stated therein or any statement therein being or being alleged to be untrue, inaccurate, incomplete or misleading or as having been made negligently, provided always that the foregoing shall not extend or apply to any Losses arising out of the breach by us of our express obligations set out in the Contract, and the foregoing shall not apply to Losses arising from our gross negligence, fraud or wilful misconduct. In no circumstances whatsoever will we or any other Relevant Persons be liable for any indirect or consequential losses or special damages.
10. You had at all material times and still have full power and authority to enter into the Contract for your own account or for the account of one or more persons for whom you exercise investment discretion and your oral agreement to do so as recorded herein constitutes your valid and legally binding obligation and is enforceable in accordance with its terms.
11. Neither we nor any of our affiliates nor any other party involved in any placement of the FIS shall have any responsibility for, and you have obtained or will obtain any consent, approval or permission for, the subscription, offer, purchase, or sale by you of the FIS acquired.
12. You will not, directly or indirectly, offer, sell or deliver any of the FIS or distribute or publish any documents in relation to the placement of the FIS (including without limitation to the foregoing, any prospectus, form of application, offering circular, advertisement or other offering material) in any country or jurisdiction except under circumstances that will not result in the breach of any applicable laws and regulations and all offers, sales and deliveries of the FIS will be made on such terms.

13. You are relying exclusively on your own sources of information and credit analysis with respect to the FIS and you fully understand the risks of entering into the transaction and have independently determined that the transaction is suitable for you, You have the ability to bear the economic risk of your investment in the FIS, have adequate means of providing for your current and contingent needs, have no need for liquidity with respect to your investment in the FIS, and are able to sustain a complete loss of our investment in the FIS. To the extent you have deemed it necessary, you have consulted with your own legal, regulatory, tax, business, investment, financial and accounting advisers, and made your own investment, hedging and trading decisions (including decisions regarding the suitability of the purchase of the FIS) based upon your own judgement and upon any advice from such advisers as you have deemed necessary and not upon, and you have not relied and will not rely on, any advice, representation or view expressed by us or any of the Relevant Persons.
14. You acknowledge and agree that, in connection with the purchase and sale of the FIS, you have not relied on any representation, warranty, recommendation (whether implied or express) or information given or made by us or any of our related or affiliated companies or any of our and their respective officers, agents or employees and you accept that no representation or warranty is given by us, any of our related or affiliated companies or any such person in relation to, or in connection with, the sale and purchase of the FIS or any document or other material distributed by any person in connection therewith and nothing shall be construed as a recommendation by us or any of our officers, employees or agents to you to purchase / sell the FIS.