



Maybank Kim Eng Securities Pte Ltd Terms and Conditions

Governing

Monthly Investment Plan

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Part IX. TERMS AND CONDITIONS GOVERNING MONTHLY INVESTMENT PLAN

Introduction

This Part IX of these T&C shall govern all transactions involving any Monthly Investment Plan (as hereinafter defined) by the Client. In the event of any conflict between this Part IX of these T&C and Part I of these T&C, this Part IX of these T&C shall prevail.

Please read this Part IX of these T&C carefully as they contain important information concerning the Client's and Maybank Kim Eng's rights and obligations in relation to the services Maybank Kim Eng agrees to provide the Client. The Client should inform Maybank Kim Eng as soon as possible if there is anything which the Client does not understand.

Definitions

'Average Purchase Price' means the aggregated purchase cost of a security divided by the aggregated volume of such security purchased in each investment cycle;

'Business Day' means unless otherwise specified any day other than a Saturday or Sunday on which Maybank Kim Eng Securities Pte Ltd ("Maybank Kim Eng") is open to conduct business or any day on which the relevant market is open for trading of the Transaction;

'Gross Investment Amount' means the amount (including applicable fees) that a Client has indicated in the Purchase Instruction for investment of the chosen security on a monthly basis;

'List of Securities' means the list of selected securities made available for investment via the "MIP" programme;

'Monthly Investment Plan' means the regular investment plan that the Client instructs Maybank Kim Eng to execute through any Purchase Instruction.

'Net Investment Amount' means the Gross Investment Amount less fees, expenses, penalties or any other charges, as applicable.

'Pre-Funded Trading Account' means a trading account of the Client with Maybank Kim Eng established to operate on a pre-funded basis, that is, where the Client has deposited cash in the trading account for the purposes of entering into transactions with Maybank Kim Eng.

'Purchase Date' means the 8th of every calendar month on which Maybank Kim Eng shall execute the Purchase Instruction specified by the Client. If the 8th does not fall on a Business Day, the Purchase Date will be the first Business Day after the 8th of that calendar month.

'Purchase Instruction' means an instruction given by the Client relating to the Pre-Funded Trading Account, which may be amended or suspended from time to time, stating, among other information required by Maybank, the Gross Investment Amount and the security from the List of Securities in which the Client chooses to invest every calendar month from the date of any such instruction.

Appointment

The Client appoints Maybank Kim Eng to execute the Purchase Instruction and authorises Maybank Kim Eng to undertake all other actions that Maybank Kim Eng may have to undertake in connection with a Purchase Instructions.

The Client acknowledges and consents to Maybank Kim Eng aggregating the Purchase Instruction with that of other clients of Maybank Kim Eng.

Purchase, Amendment and Suspension Instructions

Maybank Kim Eng shall execute the Purchase Instruction of the Client on a calendar monthly basis unless such Purchase Instruction has been suspended successfully by the Client or there are insufficient funds in the Pre-Funded Trading Account to meet the Gross Investment Amount for that month.

The number of securities to be purchased will be derived based on the Net Investment Amount and the closing price of the security specified in the Purchase Instruction the day before Purchase Date, and rounded down to the nearest whole number. Any difference between such closing price of the security and the execution price of the security on the Purchase Date shall be the responsibility and liability of the client.

In the event that aggregated quantity of securities to be purchased is insufficient for the purchase of a full market lot size, Maybank Kim Eng will use reasonable endeavours to execute the Purchase Instruction on the odd lot market.

The Client may from time to time amend the Gross Investment Amount or the name of any security stated in the Purchase Instruction. Any amendment to any Purchase Instruction should be received by Maybank Kim Eng no later than three (3) Business Days before the Purchase Date.

The Client may apply for suspension of MIP by submitting a withdrawal request form to Maybank Kim Eng no later than three (3) Business Days before the Purchase Date.

In the event when market conditions render execution impossible, such as in the case of trading halt or suspension, Maybank Kim Eng will execute the Purchase Instruction for such security by the next Business Day after the Purchase Date or the Purchase Instruction shall not be executed for that particular month.

Payment of Gross Investment Amount

Client has the sole responsibility of ensuring that sufficient funds are maintain in the Pre-Funded Trading Account to A which Purchase Instruction relates to at least three (3) Business Days before the Purchase Date.

If the Client has elected GIRO as the preferred mode of funds transfer into the Pre-Funded Trading Account, the Gross Investment Amount will be deducted via GIRO from the Client's bank account four (4) business days before the Purchase Date.

In the event that the cash balance amount in the Pre-Funded Trading Account is less than the Gross Investment Amount, it shall be within Maybank Kim Eng's absolute discretion whether to execute fully or partially the Purchase Instruction or not at all.

If there are insufficient funds in the currency elected in Purchase Instruction, other currencies will be converted in the following order to make up any currency shortfall in the balance for settlement: (1) SGD, (2) USD, (3)HKD, (4) MYR, (5) AUD. Any currency conversion shall be undertaken the discretion of Maybank Kim Eng.

List of Securities

Maybank Kim Eng reserves the right to add or remove any security from the List of Securities at its discretion without notice or explanation.

Maybank Kim Eng reserves the right but is not obliged to reject any Purchase Instruction of any security removed from the List of Securities with effect from the next transaction cycle after the date when such security is removed.

The List of Securities does not constitute any advice, invitation or solicitation to invest in any securities.

Fees and Charges

Fees and charges in relation to the MIP service shall be levied at such rates as Maybank Kim Eng may determine from time to time, including out-of-pocket expenses or any other fee, penalties or charges incurred by Maybank Kim Eng arising from the provision of the MIP service.

A copy of the fees and charges can be obtained from our website <http://www.maybankke.com.sg/pricing/stocks.htm#4>

Maybank Kim Eng may revise the fees and charges at its discretion from time to time.

Termination of MIP Service

Maybank Kim Eng reserves the right to suspend or terminate the Client's MIP upon the occurrence of any of the following events:

- (a) Unsuccessful GIRO deductions for three (3) continuous months;
- (b) Suspended MIP for more than twelve (12) continuous months;
- (c) Failure to pay any fees, charges, cost and expenses due to Maybank Kim Eng;
- (d) Client becomes deceased, bankrupt or incapacitated;
- (e) At any time in the absolute discretion of Maybank Kim Eng.

Notwithstanding any events aforesaid, Maybank Kim Eng may upon seven (7) days prior written notice terminate the provision of MIP service to the Client.