

INVESTMENT SERVICES AGREEMENT - COLLECTIVE INVESTMENT SCHEMES

Together with the Investment Services Form / Cash Investment Form and/or the Collective Investment Scheme CPF / SRS Application Form (the "**Form**") prescribed by us from time to time, these terms and conditions (these "**Terms**") shall govern all your subscriptions, switching, redemptions and transfers in respect of collective investment schemes (the "**Schemes**" and each a "**Scheme**"). Before you subscribe for, switch, redeem or transfer any units or shares in Schemes, please read this Investment Services Agreement (the "**Agreement**") thoroughly. By subscribing for, switching, redeeming or transferring any units or shares in Schemes, you are accepting the terms and conditions of this Agreement and will be bound by them.

1. Information

- 1.1 You acknowledge that you have received a copy of the relevant prospectus and where applicable, the product highlights sheet of the Scheme for which you are applying to invest into and that your application to subscribe for units or shares in the Scheme (the "**Interests**") is made on the basis of the information contained in the prospectus. Apart from the prospectus and product highlights sheet, we may, at your request, provide to you further information or materials relating to the Scheme issued by the relevant fund manager (the "**Manager**") of the Scheme.
- 1.2 In subscribing for any Interests in a Scheme, you agree to be bound by the prospectus and constitutive documents of the Scheme.
- 1.3 In entering into any dealing in the Scheme you acknowledge that we do not offer investment advice of any nature and whilst we may provide information or express our views from time to time, such information or views are not offered as investment advice and in determining upon any dealing you shall do so entirely on your own responsibility having made all such enquiries and assessments as you shall consider appropriate and you shall place no reliance on us as giving you advice or making recommendations and expressly acknowledge that we act in such regard in an agent capacity only and shall not owe you any duty in respect of any such dealing above or beyond our obligations as your agent.

2. Subscriptions

- 2.1 You may instruct us by completing, signing and delivering the Form in person at or by mail to any of our branches in Singapore to authorize us on your behalf and as your agent, to place a subscription (the "**Purchase Order**") for any Interests in a Scheme.
- 2.2 We may consolidate the Purchase Order with subscription for Interests in the same Scheme from our other customers and may place a consolidated order with the Manager. In the case of an offshore Scheme, you acknowledge that the Singapore representative or its appointed nominee of such a Scheme may consolidate your Purchase Order with subscription for Interests in the same Scheme from the other authorized distributors of the Scheme in Singapore and place a consolidated order with the Manager.
- 2.3 If you have indicated on the Form the number of your account (the "**Account**") held with us to be directly debited for the purpose of subscription of Interests, we shall be authorized without further instructions to debit the Account with an amount equal to the moneys required for the subscription and any other charges, costs and expenses required. In such case, you undertake at all times to maintain sufficient funds in the Account for the purpose of making payment for any purchase of Interests in accordance with the instructions on the Form and/or for paying any fees, costs or other expenses which you are liable to pay hereunder. You acknowledge and agree that if at any time there are in our reasonable opinion (having regard to other payments debited or due to be debited) insufficient funds in the Account for these purposes we may:
 - a) decline to place the Purchase Order on your behalf;
 - b) (in our absolute discretion and without any obligation to do so on our part and without any instruction from or notice from you) transfer funds as necessary from any other bank accounts that you maintain with us.
- 2.4 We will have the absolute discretion to purchase Interests in such Scheme or Schemes on your behalf based on the prevailing price of such Interests on the following relevant dates, or such other date as we may deem fit (the "**Payment Date**"):
 - a) if payment for the Purchase Order is made in cash or via direct debit of the Account, the date we receive your payment for the Purchase Order; or
 - b) if payment for the Purchase Order is made by cheque, bank draft or cashier's order, the date any such instrument is cleared. Provided always that if any of the Payment Date referred to in (a) or (b) in these Terms falls on a day which is not a Business Day or if payment is received after 3 p.m. on any Business Day, the price of the Interests for the purpose of these Terms will be that prevailing on the next Business Day following the Payment Date.
- 2.5 We may hold on your behalf, Interests allotted based on any Purchase Order given by you, in our name or in the name of our appointed nominee or in the case of an offshore Scheme, the name of the appointed nominee of the Singapore representative.
- 2.6 No certificate will be issued in respect of the Interests but you shall receive:
 - a) a confirmation advice from us; and
 - b) a statement of holding indicating the number of Interests issued by the Manager to us as your nominee, periodically.
- 2.7 In the case of a CPF / SRS investment:
 - a) You shall open and maintain a CPF Investment Account, CPF Special Account or SRS account with an Agent Bank, CPF Board, or a SRS operator (as the case may be).
 - b) You shall ensure that a standing instruction is signed upon the opening of the CPF Investment Account with your Agent Bank for the purpose of authorizing the Agent Bank to carry out transactions in relation to your CPF Investment Account.
 - c) You will be entitled to the Interests in the relevant Scheme only after the Manager has received payment from the relevant Agent Bank, CPF Board, or SRS operator (as the case may be) notwithstanding that such Interests may have been deemed to be issued at a date earlier than the date of receipt of payment. For such CPF/SRS investments, a confirmation note will be issued by the relevant Manager to you and such periodic statement of holding will be issued by the relevant Intermediary to you.
 - d) We are not obliged to maintain records of your holdings in the Scheme(s).
 - e) Where there are insufficient monies in your CPF Investment Account, CPF Special Account or SRS account (as the case may be), or where payment is not effected for any reason whatsoever, we and/or the Manager will consider the application as having been cancelled and we and/or the Manager reserve the right to recover from you any losses incurred by us and/or the Manager as a result thereof.

3. Switching

- 3.1 Where switching is permitted by a Scheme, you may from time to time instruct us, by completing, signing and delivering the Form in person or by mail to any of our branches in Singapore to authorize us on your behalf, and as your agent, to place a switching order (the "**Switching Order**") and switch Interests in a Scheme to Interests in another Scheme.
- 3.2 We may consolidate the Switching Order with switching orders for Interests in the same Scheme from our other customers and place a consolidated switching order with the Manager.
- 3.3 You authorise us or the relevant Manager (as the case may be) and we and the relevant Manager (as the case may be) are entitled to deduct from the amount available for purchase of Interests in the switched-in Scheme, a switching fee of such amount as provided in the prospectus for the Scheme.
- 3.4 Subject to the terms of the Scheme and the type of investments, we or the relevant Manager will carry out the Switching Order based on the price of existing Interests to be switched and the price of Interests prevailing on the date of our receipt of the Switching Order after deducting all fees, charges, costs or expenses that you are liable. If the date of receipt of the Switching Order is not a Business Day, the prevailing prices of the aforesaid Interests on the next Business Day following the date of receipt of the Switching Order will be applied.
- 3.5 We may hold on your behalf, Interests allotted based on any Switching Order, in our name or in the name of our appointed nominee or in the case of an offshore Scheme, in the name of the appointed nominee of the Singapore representative.
- 3.6 No certificate will be issued for the Interests but you will receive:
 - a) a confirmation advice from us; and

- b) a statement of holding indicating the number of Interests issued by the Manager to us as your nominee, periodically.

Save that in the case of CPF / SRS investment, you will receive:

- a) a confirmation advice from the Manager
b) a statement of holding indicating the number of Interests issued by the relevant Intermediary to you, periodically.

4. Regular Subscription / Savings Plan ("RSP")

- 4.1. You may instruct us, by completing, signing such form as we may prescribe from time to time (the "**RSP Application Form**") and delivering the RSP Application Form in person at or by mail to any of our branches in Singapore to authorize us on your behalf and as your agent, to place a subscription (the "**RSP Purchase Order**") pursuant to the RSP for any Interests in a Scheme on a monthly basis (or for such other period as we may agree). We reserves the right to impose additional terms or restrictions in respect of any RSP, including without limitation cut-off dates and/or times for any instructions relating to a RSP.
- 4.2. We may consolidate the RSP Purchase Order with subscription for Interests in the same Scheme from our other customers and may place a consolidated order with the Manager. In the case of an offshore Scheme, you acknowledge that the Singapore representative or its appointed nominee of such a Scheme may consolidate your RSP Purchase Order with subscription for Interests in the same Scheme from the other authorized distributors of the Scheme in Singapore and place a consolidated order with the Manager.
- 4.3. Upon our receipt of the RSP Application Form, we may purchase the Interests in such Scheme or Schemes pursuant to the RSP on your behalf based on the prevailing price of such Interests on any such day in such month as we may deem fit.
- 4.4. We may hold on your behalf, Interests allotted based on any RSP Purchase Order given by you, in our name or in the name of our appointed nominee or in the case of an offshore Scheme, the name of the appointed nominee of the Singapore representative.
- 4.5. No certificate will be issued in respect of the Interests but you will receive:
- a) a confirmation advice from us; and
b) a statement of holding indicating the number of Interests issued by the Manager to us as your nominee, periodically.

Save that in the case of CPF / SRS investment, you will receive:

- a) a confirmation advice from the Manager
b) a statement of holding indicating the number of Interests issued to you by the relevant Intermediary, periodically.

- 4.6. You may vary your instructions in relation to the RSP by completing, signing such form as we may prescribe from time to time (the "**RSP Termination or Amendment Form**") and delivering the RSP Termination or Amendment Form in person at or by mail to any of our branches in Singapore and we may at our absolute discretion effect the variation in relation to the RSP in the same month or in the following month after your instructions are accepted by us.
- 4.7. You may terminate the RSP in respect of a Scheme, by completing, signing and delivering the RSP Termination or Amendment Form in person at or by mail to any of our branches in Singapore and we may at our absolute discretion terminate the RSP in respect of such Scheme in the same month or in the following month after your termination instructions is accepted by us.
- 4.8. You agree to be bound by such terms as set out in the RSP Application Form and the RSP Termination or Amendment Form in addition to these Terms.
- 4.9. The RSP is only available to individuals or such persons as we may determine. We reserve the right to decline any application by you for subscription for any Interests in a Scheme under the RSP.
- 4.10. The RSP is subject to such terms (including the minimum initial subscription amount and minimum holding requirements) as set forth in the respective prospectus and constitutive documents of the Scheme and such other terms as we may determine from time to time.
- 4.11. For cash investment, you authorise us to debit from your account indicated on the RSP Application Form (the "**RSP Debiting Account**") on a monthly basis (or such other period as we may agree), the subscription amount and any other charges, costs and expenses payable by you in connection with the subscription of the Interests under the RSP (the "**RSP Subscription**"). For CPF / SRS investment, you authorize the relevant Manager to obtain from the relevant Agent Bank, CPF Board or the SRS Operator (as the case may be) the subscription amount on a monthly basis (or such other period as may be determined by the relevant Manager), together with any other charges, costs and expenses payable by you in connection with the RSP Subscription.
- 4.12. Where there are insufficient funds in the RSP Debiting Account to make payment for the subscription for any Interests in any Scheme(s) and any charges, costs and expenses required, we and/or the relevant Manager reserve the right:
- a) not to subscribe in any Interests in any Scheme(s) in the RSP;
b) to subscribe for any Interests in any of the Schemes in the RSP as we and/or the relevant Manager may determine (in the case where you have subscribed for RSP in more than one Scheme); or
c) (in our absolute discretion and without any obligation to do so on our part and without any instruction from or notice from you) transfer funds as necessary from any other bank accounts that you maintain with us.
- 4.13. If the debiting of the RSP Debiting Account for the purposes of payment set out in Clause 4.12 is unsuccessful for three consecutive months, we and/or the relevant Manager reserve the right to terminate the RSP in any or all the Scheme(s) without prior notice and levy such service charge as we and/or the relevant Manager may determine.
- 4.14. We and/or the relevant Manager are entitled to terminate the RSP in any or all the Scheme(s) at any time upon giving you reasonable notice.

5. Agent/Delegate

- 5.1. You agree that we may use or appoint any agent, bank, trust company, institution or other third parties (the "**Agent**") as we may reasonably select to assist us in the performance of any of our obligations hereunder including but not limited to:
- a) the processing of the Purchase Order, RSP Purchase Order or Switching Order;
b) the liaison with the Manager and you in connection with the services hereunder; and/or
c) any other administrative duties.
- 5.2. We are not liable for any loss, damage, costs or expenses incurred by you as a result of the acts and omissions of any Agent provided that we have exercised reasonable care in the selection of such Agent.

6. Redemption

- 6.1. You may redeem all or any of the Interests acquired hereunder at any time by completing, signing and delivering the Form in person at or by mail to any of our branches in Singapore to authorize us on your behalf and as your agent, to redeem any Interests in a Scheme.
- 6.2. For cash investments, we will credit to the Account or the RSP Debiting Account (or such other account as we may determine), or at your request, send by cashier's order to you such moneys (net of any fees, charges or expenses incurred in connection with redemption) as may be received in consideration of the redemption of the Interests.
- 6.3. For CPF investments, redemption proceeds will be paid by the Manager to the relevant Agent Bank or CPF Board, as the case may be, which will then credit the redemption proceeds (net of any fees, charges or expenses incurred in connection with redemption) into your CPF Investment Account or CPF Special Account, as the case may be. For SRS investment, redemption proceeds will be paid by the Manager to the relevant SRS operator which will then credit the redemption proceeds (net of any fees, charges or expenses incurred in connection with redemption) into your SRS account.

7. Transfer

- 7.1. If, at any time, you instruct us to transfer your Interests in a Scheme to be held by another bank, trust company or institution, or to the agent of such other bank, trust company or institution (the "**Transferee**"), and if we have not received or do not receive the appropriate transfer form from the Transferee, we shall send the appropriate transfer form to the Transferee within a reasonable time.

- 7.2 Immediately after we receive the transfer instructions from you, we shall not be obliged to act upon any further instructions from you relating to the Interests except that we may, at any time before the transfer is completed, and at our absolute discretion, accept your instructions to cancel the transfer.
- 7.3 Any instruction given by you to us to transfer Interests in a Scheme shall be deemed to be an instruction to transfer all your Interests in that Scheme unless otherwise agreed to by us at our absolute discretion.

8. Agency

8.1 You hereby appoint us as your agent and expressly authorise us:

- a) in our absolute discretion, to comply with the provisions of any law, regulations or order now or hereafter in force which purports to impose on a custodian of any Interests a duty to take or refrain from taking any action in connection with any of the Interests or with any payment, distribution or moneys payable in respect of any of the Interests; and
- b) to co-mingle any Interest held by us with other units, securities and properties owned by us, our other customers or other parties.

9.Registration of Interests

9.1 We may register any of the Interests in our name or the name of our nominees or any depository in which such Interests may be held or in the case of an offshore Scheme, the name of the appointed nominee of the Singapore representative. We or our nominees, or any depository, or nominee of a Singapore representative, may enter into sub-custodial agreements in accordance with the relative laws of Singapore or the country in which such sub-custodial arrangements are made with either clearing agencies or other depository institutions. We are appointed your agent for the purposes of entering into such agreements and executing any necessary documents for you or on your behalf to cause the Interests subject thereto to be registered, as appropriate, in the name of the sub-custodian or our name or the name of our nominee or any depository or appointed nominee of a Singapore representative. We are not liable for any loss, damage, costs or expenses incurred by you as a result of the acts and omissions of any of our nominees, depository or clearing agency provided that we have exercised reasonable care in the selection of such nominees, depository or clearing agency.

10. Instructions and Communications

- 10.1 Unless otherwise provided in these Terms, any instructions to be given by you to us for the purposes of these Terms shall be given by letter delivered by hand or sent by prepaid ordinary post duly signed by you.
- 10.2 Where we receive instructions by telephone, we shall not be obliged to act except upon receipt of confirmation of such instructions in writing, subject to the terms below. Instructions provided to us over the telephone may be recorded for the purposes of processing your instructions, attending to your enquiries, quality coaching, and record-keeping purposes. For more information, please refer to our Data Protection Policy accessible at www.maybank2u.com.sg.
- 10.3 We shall be entitled in our absolute discretion to refuse to comply with any instructions which in our opinion are unclear or ambiguous or which may cause us to contravene any laws or regulation for the time being in force and we shall not incur any liability to you as a result of such refusal to act.
- 10.4 To the extent that copies of notices, reports or other documents arising from the Interests are received by us (directly or through an Agent), we may, where we determine in our discretion that you should be notified of the same, as soon as reasonably practicable transmit to you the notice, report or other document. However, we are under no duty or responsibility to send any such notices, reports or other documents to you or to notify you of the receipt of such notices, reports or other documents if we determine, in our sole discretion, that it is not necessary or is commercially impracticable.
- 10.5 Any communications or notices required to be given by us or by the Agent on our behalf to you may be given in writing and sent by mail to you at your last known address in our records. Any such communication or notice shall be deemed to have been received by you, if sent by letter two days after posting or if sent by hand, when despatched. Without prejudice to the foregoing, where we are required to give notice under this Agreement, we shall be entitled to do so by publication/notification over our internet website, at any of our branches or through such channels as we may determine.
- 10.6 We shall be entitled in our discretion to refuse to act on the Form, the RSP Application Form or the RSP Termination or Amendment Form if any such form is incomplete or if your signature differs from that given in your specimen signature card to us or if the Purchase Order, RSP Purchase Order, Switching Order or instructions given by you for redemption does not comply with any terms or conditions of the prospectus and constitutive documents for the Scheme or for any other reason we shall deem fit and we shall not incur any liability to you for such refusal to act.
- 10.7 Instructions shall for the purposes of these Terms to be deemed to have been received only upon receipt during normal business hours (Saturdays excepted) by our applicable processing branch.

11. Fees and Expenses

- 11.1 You shall pay fees (inclusive of any applicable Goods and Services Tax) to us for the services performed by us or the Agents pursuant to these Terms in accordance with our then prevailing rate. We expressly reserve the right to change the scale of fees at any time upon giving to you 30 days' prior written notice.
- 11.2 You shall pay or reimburse us all costs and out-of-pocket expenses inclusive of any applicable Goods and Services Tax incurred by us in the performance of our duties pursuant to these Terms.
- 11.3 You acknowledge and agree that we may at any time or from time to time receive a fee and/or selling commission (howsoever designated) from the Manager in connection herewith and that we shall be entitled to retain such fee or commission for our own benefit and shall have no obligation to account to you for all or any part of such fee or commission.

12. Termination

- 12.1 We may terminate this Agreement by giving you three (3) months' prior written notice, provided that we may terminate this Agreement at any time without prior notice upon the occurrence of any of the following events:
- a) if you are in breach of any of these Terms; or
 - b) in the case where:
 - (i) you are a company, upon your winding-up (whether voluntary or otherwise), liquidation, insolvency or if you make an arrangement with your creditors or shall have a receiver appointed over all or any of your undertakings or assets or if the court shall make an order that you be placed under Judicial Management;
 - (ii) you are a limited liability partnership, if any steps are taken for your winding-up, whether voluntary or otherwise, or any of your partners is adjudicated a bankrupt or a receiver or manager is appointed over all or any of your undertaking or assets;
 - (iii) you are an individual, upon your bankruptcy, death or incapacity (or, in the case where you consist of more than one individual, of any such individuals) but all acts performed by us or the Agent prior to us or the Agents (as the case may be) receiving written notice of such death or incapacity shall be valid and binding upon you and your successors-in-title.
- 12.2 Upon termination of this Agreement, you undertake at your cost, to make, effect and complete alternative arrangements for the Interests. In connection therewith, if you fail to complete such arrangements, we shall be deemed to have been authorised by you (at your cost) to request the transfer or redemption of any Interests and you hereby authorise us to give necessary instructions to third parties on your behalf and execute such documents and do all such other things as we shall deem appropriate, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by you.
- 12.3 If, at any time, whether by reason of redemption, switching, transfer or maturity of a Scheme or otherwise, the aggregate number of Interests held by us or our appointed nominee on your behalf is nil, this Agreement shall be deemed to be terminated provided that this Agreement shall not terminate if you have subscribed to the RSP unless the RSP is terminated in accordance with these Terms.

13. Indemnity

- 13.1 To the extent permitted by law, you hereby agree to indemnify and hold the Agents and us harmless from and against any and all costs, expenses, losses or damages of whatsoever nature which either the Agents or we may incur or suffer arising out of, or in connection with the Agents and/or we acting on your instructions given in connection herewith.

14. Our Liability

- 14.1 To the extent permitted by law, we (which term shall, for the purpose of this Clause, include our agents, employees and subcontractors) shall not be liable to you for any act or omission in the course of or in connection with the services rendered by us under these Terms or for any loss or damage which you may suffer or sustain as a result of or in the course of discharge by us of our duties hereunder.
- 14.2 Without limiting the generality of the foregoing, to the extent permitted by law, we accept no responsibility and shall have no liability whatsoever towards you:
- for advising you or giving you any recommendation as to whether or not to invest in the Scheme and you acknowledge that you should, if you so desire to, seek independent financial advice with respect to such investment opportunity;
 - for any costs, expenses, losses or damages of whatsoever nature (the "**Losses**") suffered or incurred by you as a result of, or in connection with, any acquisition, switching, holding, disposal or redemption for any Interests or any other transaction made or omitted to be made by you on the basis of any information provided by us pursuant to these Terms for any Losses suffered or incurred by you as a result of or in connection with any act or failure by the Manager to act on your instructions or applications or investment, redemption or switching of Interests trusts for whatever reasons.
 - for or in respect of any Losses or failing to comply or delay in complying with the Agent's or our obligations under these Terms which is caused directly or indirectly by force majeure, Act of God, war, terrorism, industrial disputes, natural disaster, adverse weather conditions, failure of communication or transmission systems or any other cause, event or circumstances beyond or the Agent's or our control;
 - if the value of your funds invested in the Scheme diminishes due to taxes, deductions, withholdings, imposts or depreciation;
 - if you are unable to obtain payment of funds from the Account or the RSP Debiting Account due to restrictions on convertibility, involuntary transfers, distraints of any character, or any other causes whatsoever which are beyond our control whether arising in Singapore or otherwise.

15. Collection, Use or Disclosure of Information

- 15.1 You consent to, and shall procure that all relevant individuals whose information has been disclosed to us by or through you (including authorised signatories and authorised persons) (collectively "**Relevant Individuals**") consent to, us, our officers, employees, agents and advisers collecting, using or disclosing such information relating to you (and the Relevant Individuals) including details of the Scheme(s) or Interests in any Scheme(s), transactions, or tax or tax-related information to the following persons wherever situated (whether in Singapore or elsewhere), and to the extent that the information is personal data, in connection with the purposes set out in our Data Protection Policy accessible at www.maybank2u.com.sg, or as is otherwise required or permitted in accordance with applicable law:
- any Agent and any third party as the Bank may reasonably consider to be necessary in order to effect any instructions from you;
 - any financial institution (whether acting as our correspondent banks, agent banks or in relation to the provision of our products or services or otherwise), including but not limited to wire transfer service providers, exchanges, trading platforms, alternative trading systems, clearing houses, trade repositories and/or depositories;
 - our head office and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
 - our stationery printer or agent for the purpose of printing and/or mailing personalised cheques and other documents;
 - any court, government and regulatory, law enforcement, tax or fiscal agency or authority and/or any self regulatory organization in any jurisdiction;
 - any actual or potential assignee or transferee of, or participant or sub-participant in, any of our rights or obligations herein (or any of their agents or professional advisers);
 - your auditor;
 - any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;
 - any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you or in connection with such outsourcing arrangements we may have with any third party where we have outsourced certain functions to the third party and the third party's service providers;
 - any debt collection agency or person engaged by us to collect any sums of money owing to us from you;
 - your agent, executor or administrator, receiver, receiver and manager, judicial manager and any person in connection with any compromise or arrangement or any insolvency proceeding relating to you;
 - any of your director (in the case of a company) or partner (in the case of a partnership, limited partnership or limited liability partnership) and account signatory;
 - to the extent that the information is personal data, to the persons identified in our Data Protection Policy; and
 - any other person to whom disclosure is permitted or required by law.

This Clause is not and shall not be deemed to constitute, an express or implied agreement by us with you for a higher degree of confidentiality than that prescribed under any applicable law, including the Banking Act (Chapter 19). The consent and our right under this Clause are in addition and are not affected by any other agreement with you and shall survive the termination of this Agreement and the termination of any relationship between you and us.

If any Relevant Individuals should withdraw their consent to any or all use of their personal data, depending on the nature of the withdrawal request, we may not be in a position to continue providing our products or services to you or administer the Scheme(s) or Interests in any Scheme(s). Such withdrawal may accordingly constitute a repudiatory breach of your obligations under this Agreement, and we may upon notice to you terminate the Scheme(s) or Interests in any Scheme(s) without prejudice to our other rights and remedies at law against you.

- 15.2 To the extent that the Relevant Individuals are providing their personal data to us through you in connection with the Scheme(s) or Interests in any Scheme(s), you acknowledges and agrees that you are responsible for ensuring that each Relevant Individual consents to the collection, use, disclosure and/or processing of their personal data by us and our authorised service providers for the purposes set out in our Data Protection Policy, which we may update from time to time. You shall furnish each Relevant Individual with a copy of the terms that apply to the Scheme(s) or Interests in any Scheme(s) and the aforesaid Data Protection Policy.
- 15.3 You acknowledge and agree that service providers (including overseas service providers) may be required by law to disclose information received from us to third parties, where such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.
- 15.4 You acknowledge and agree that we do not warrant the security of any information sent or transmitted to you whether electronically or otherwise and you hereby accept the risk that any information sent or transmitted to you may be accessed by unauthorised third parties. To the extent permitted by law, you shall not hold us or any of our officers, employees or agents responsible or liable for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of such access or disclosure.

16. Tax or Regulatory Obligations

- 16.1 You acknowledge that we and our affiliates are required to comply with the tax or regulatory obligations under any applicable law including the United States Foreign Account Tax Compliance Act ("FATCA") and hereby:
- (a) represent that you are not a United States person for purposes of or in connection with our compliance with the FATCA or any equivalent law or regulation of the United States. You undertake to inform us in writing within 30 calendar days if at any time you become a United States person.
 - (b) consent to us, our officers, employees or agents disclosing any information relating to you including details of your account(s) and transactions with us to any government, tax authorities, regulatory authorities or third party whether located in or outside Singapore for purposes of enabling us to comply with the FATCA obligations.
 - (c) authorize us to withhold or deduct any amount or make payment, on account of any tax or levy, on or in relation to any amount paid, transferred, received or otherwise pursuant to any applicable laws including but not limited to FATCA.
 - (d) indemnify us, to the extent permitted by law, for any loss or liability that may be incurred by us in connection with any breach by you of any obligations herein and/or our compliance with FATCA or any tax or regulatory obligations under any applicable law.
 - (e) acknowledge and agree that we may incur liabilities arising from or in connection with our compliance with FATCA or any tax or regulatory obligations under any applicable laws and you agree that we shall not be liable for that loss.
 - (f) agree to provide us with any information that we may require from time to time to comply with FATCA or any tax or regulatory obligations under any applicable law.

17. Miscellaneous

- 17.1 In the case of a cash investment, we shall have a first and general lien on all Interests held on your behalf pursuant to these Terms for any amounts properly due from you to us hereunder. We shall have the right, and are authorised to the extent permitted by law, without prior notice to you to set-off and appropriate and apply any credit balance in the Account (whether subject to notice or not and whether matured or not) against any amounts properly due from you to us hereunder.
- 17.2
- a) If you consist of more than one party, the liabilities of all the parties shall be joint and several.
 - b) If you consist of more than one party, in the event of death of any of the parties, any Interests in any Scheme held by us, any nominee, depository or clearing agency on your behalf will accrue to the survivor without prejudice to any right we may have arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever.
 - c) If you consist of more than one party, all correspondence, cheque and proceeds will be sent to the address of the party who is the main applicant.
 - d) A minor may be a joint applicant with another applicant who must be above the age of 18 years. We will only act on the instructions of the main applicant.
- 17.3 We reserve the right from time to time, upon giving 30 days' prior written notice to you except where otherwise provided under this Agreement, to make such changes in this Agreement (including any fees or charges payable by you under this Agreement). Notwithstanding the above, we shall not be required to give you any advance notice if such changes are required in an emergency including where such changes need to be effected in order to meet a regulatory or legal requirement or where it is not practicable or reasonable to give such advance notice.
- 17.4 You agree to provide us with all such information, documents and/or assistance as may be necessary to enable us to comply with our obligations under all applicable laws, rules and regulations for any purpose including but not limited to anti-money laundering and countering of terrorism financing purposes.
- 17.5 Notwithstanding anything stated in this Agreement whether express or implied to the contrary:
- a) We shall be entitled at any time to decline to act on your instructions with regards to any dealing in the Interests made hereunder and without assigning any reason for doing so; and
 - b) We shall be entitled at any time and from time to time to delegate, assign, transfer or part with possession of any or all of our rights or duties under this Agreement to such parties as we shall deem fit (including but not limited to Maybank Nominees (Singapore) Private Limited) without your prior consent.
- 17.6 We (and if applicable, any Agent) are not obliged to (and generally will not) attend any meeting or exercise any of the powers or rights incidental to the ownership of the Interests (including any voting right in respect of the Interests held for you), save where we may at our discretion act, at your expense, in accordance with your express instructions upon such terms and conditions imposed by us. PROVIDED THAT if we have not received such instructions from you, we shall be entitled to deal with the above matters in such manner as we may deem fit.
- 17.7 If any of these Terms are held or deemed to be void or unenforceable, the remaining terms will remain in full force and effect.
- 17.8 "Agent Bank" means any bank appointed by the CPF Board for purposes of the Central Provident Fund (Investment Schemes) Regulations 2000, or such other legislation as may be enacted or supplemented from time to time.
- "Business Day" means any day on which we are normally open for business in Singapore except Saturdays, Sundays and public holidays.
- "CPF" means the Central Provident Fund.
- "CPF Board" means the Central Provident Fund Board.
- "CPF Investment Account" means an account opened by you with an Agent Bank from which monies may be withdrawn for the purchase of approved securities authorised under the Central Provident Fund (Investment Schemes) Regulations 2000 Scheme, as may be amended from time to time.
- "CPFIS" means the CPF Investment Scheme.
- "CPF Special Account" means a special account maintained by the CPF Board as the case may be.
- "Intermediary" means the relevant Agent Bank, CPF Board and/or the relevant SRS operator.
- "Scheme" refers to a collective investment scheme in which:
- a) the Purchase Order or RSP Purchase Order is made for purchase of Interests or
 - b) the Switching Order is made for Interests to be acquired upon a switch or;
 - c) Interests are to be redeemed, (as the case may be and Interests" refers to units or shares of a Scheme).
- "SRS" means the scheme referred to as the Supplementary Retirement Scheme or such other scheme as may replace or supersede the Supplementary Retirement Scheme from time to time.
- "We", "our", and "us" refer to Maybank Singapore Limited and its successors and assigns.
- "You" and "your" means the person who subscribes for, switches, redeems or transfers any Interests in any Scheme(s) via us.
- 17.9 This Agreement shall be governed by and constructed in accordance with the laws of Singapore. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.