Initial: _____

MEMORANDUM OF CHARGE
(FIRST PARTY)

To : OCBC Securities Private Limited

In consideration of OCBC SECURITIES PRIVATE LIMITED ("OSPL" which expression shall include the OSPL's successors and assigns) agreeing at my/our request and for my/our benefit to grant and/or continue to grant a Share Financing Facility ("SF Facility") in connection with my Share Financing Account ("SF Account") with OSPL or otherwise, I/we being …… (Name of Chargor) of ……..…… (Address) (the "Client" which expression shall, where there is more than one person aforementioned, include a reference to such persons jointly and severally, and shall include each such person's personal representatives and successors in title) HEREBY CHARGE BY WAY OF FIRST CHARGE AND/OR ASSIGN, the Secured Property (as defined in Clause 1(A)) to OSPL as continuing security for the payment and satisfaction on demand to OSPL of all and every sum or sums of moneys and liabilities, absolute or contingent which are now or shall at any time hereafter be due, owing or incurred to OSPL by the Client anywhere on the Client's Share Financing account or any other account whether from the Client solely or jointly with any other person or persons or any moneys for which the Client may be liable to OSPL or in any way whatsoever including interest at such rate or rates as may from time to time be fixed or determined by OSPL, as well before as after judgment from the date of demand to the date of repayment and commission, expenses including legal costs on an indemnity basis and other costs and charges occasioned by or incidental to this or any other security held by or offered to OSPL for the same indebtedness or by or to the enforcement of any such security.

1. INTERPRETATION

(A) Definitions

In this Memorandum, except to the extent that the context requires otherwise:-

"Accruals" means the interest, rights and other properties set out in Clause 3(B)(1) and (2);

"CDP" means The Central Depository (Pte) Limited;

"Corporations Act" means the Corporations Act 2001 (Commonwealth of Australia);

"Depository" means any depository, custodian, depository agent, clearing or settlement systems or investment managers and the like, including but not limited to CDP, Bursa Malaysia Depository Sdn Bhd Depository Agent, Hong Kong Securities Clearing Company Limited and Citibank N.A.;

"Depository Agent" means depository agent as defined in the Singapore Companies Act;

"Distributions" means properties set out in Clause 3(B);

"Exchange" means any stock exchange, securities exchange for securities trading, including but not limited to Singapore Exchange Securities Trading Limited, Bursa Malaysia Securities Berhad, New York Stock Exchange LLC, NYSE MKT LLC, The NASDAQ Stock Market LLC, the Australian Stock Exchange and The Stock Exchange of Hong Kong Limited;

"Nominee" means any person (including a Depository Agent) appointed by OSPL or designated as nominee, custodian (including but not limited to Citibank N.A.), agent, representative and/or correspondent from time to time for the purpose of this Memorandum;

"Over-The-Counter" means a decentralised market (as opposed to Exchange) where geographically dispersed dealers are linked by telephones and computers. The market is for Securities not listed/traded on a stock or derivatives exchange;

"Prescribed Forms" means forms from time to time prescribed by the Singapore Companies Act and/or the Companies (Central Depository System) Regulations 1993, as amended from time to time, for effecting an assignment, a charge or otherwise;

"Scripless Securities" means any scripless securities including but not limited to book-entry securities as defined in Section 4 of the Singapore Companies Act read with Section 81SF of the Singapore Securities and Futures Act or its equivalent in the relevant jurisdiction;

"Secured Obligations" means all sums (whether principal, interest, commission, fee or otherwise), obligations or liabilities whatsoever, in whatever currency denominated, now or at any time in the future due, owing or incurred by the Client to OSPL, whether actual or contingent, and whether alone, severally or jointly with any other person, and in whatever style, name or form, and whether as principal debtor, surety or otherwise and whether on any account or otherwise in any manner whatsoever;

"Securities" includes interest or units in funds, trusts, collective investment schemes, shares, stocks, bonds, notes, debentures, depository receipts, certificates of deposit, warrants, options, rights, convertibles and negotiable instruments and other interests and derivatives thereof of whatsoever kind, including Scripless Securities and any marketable security as defined in Section 9 of the Corporations Act;

"Singapore Companies Act" means the Companies Act, Chapter 50, of Singapore; and

"Singapore Securities and Futures Act" means the Securities and Futures Act, Chapter 289, of Singapore.

(B) This Memorandum

Except to the extent that the context otherwise requires, any reference to "this Memorandum" includes any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof.

(C) Headings and Clauses

Headings in this Memorandum, which are inserted for convenience only, shall be ignored in construing this Memorandum. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. Save where otherwise indicated, references to "Clauses" are to be construed as references to clauses of this Memorandum. Any reference to a sub-Clause or a paragraph is to a sub-Clause or paragraph of the Clause in which such reference appears.

2. AGREEMENT TO PAY

(A) Payment of Secured Obligations

The Client shall pay and discharge upon demand, or (in respect of Secured Obligations which are expressed to be payable otherwise than on demand) when due, the Secured Obligations to OSPL.

(B) No Set-off, Withholding, etc.

All sums payable by the Client under this Memorandum to OSPL shall be paid without any set-off, counterclaim, withholding or deduction whatsoever unless required by law, in which event the Client will simultaneously with making the relevant payment under this Memorandum pay to OSPL such additional amount as will result in the receipt by OSPL of the full amount which would otherwise have been receivable and will supply OSPL promptly with evidence satisfactory to OSPL that the Client has accounted to the relevant authority for the sum withheld or deducted.

3. SECURITY PROVISIONS

(A) Secured Property

"Secured Property" shall mean all Securities whether in Singapore or elsewhere including but not limited to:-

(1) Certificated Securities: all the Securities specified by the Client from time to time for the purpose of this Memorandum, or held in the name of OSPL or any Nominee, or the certificates or other documentary evidence thereof which are held by or for OSPL or any Nominee;

(2) Scripless Securities in CDP Direct Account: any and all Scripless Securities identified from time to time in any Prescribed Form for effecting a statutory security interest as described in the Singapore Companies Act, either by way of an assignment or a charge (as OSPL may from time to time direct), as the Client may now or will at any time and from time to time execute in favour of OSPL;

(3) Scripless Securities in Sub-Account: all the Client's rights, benefits, title and interest in and to all Scripless Securities (other than the Scripless Securities charged or assigned pursuant to Clause 3(A)(2)) which are (i) held in the Client's sub-account with any Nominee; (ii) beneficially owned by the Client or which the Client has an interest in and are held in OSPL's sub-account with any Nominee; or (iii) beneficially owned by the Client or which the Client has an interest in and held in any account with the Nominee and such other scripless securities agreed in writing between OSPL and the Client to be scripless securities for the purpose of this Memorandum;

(4) Rights against CDP, Depository etc.: all rights of action and claims, proprietary or otherwise, against CDP, any Depository and any Nominee in connection with the Securities intended to form part of the Secured Property;

(5) Acquisition and Disposition: all rights of action, claims and other rights or benefits under contracts for the disposal of any Secured Property, contracts for the acquisition of Securities intended to form part of the Secured Property or any other contract relating to any Securities intended to form part of the Secured Property; and

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(6) Distributions: all Distributions as defined in Clause 3(B) and all accounts to which they are credited, and all substitutions, sub-divisions and variations of the aforesaid and all rights and powers in respect of the above properties, whether for safe custody, security or for any specific purpose or generally and whether in Singapore or elsewhere.

(B) Distributions

The security created by or pursuant to this Memorandum shall affect and shall include (without limitation) the following distributions (the "Distributions"):-

(1) all dividends, interest, repayment or redemption proceeds from time to time paid or payable on or in respect of any Secured Property, whether capital or income;

(2) all stocks, shares, other Securities (together with all dividends paid or payable thereon), rights, moneys or other property paid, distributed, accruing or offered at any time (by way of dividend, bonus, exchange, redemption, rights, preference, option, warrant or otherwise) on, to or in respect of or in substitution for any Secured Property; and

(3) the proceeds of sale, redemption or other realisation and any payment or receipt of, on or in respect of any Secured Property.

(C) Receipts by Client

If any Securities and Distributions are distributed or offered to or received by the Client in respect of or in substitution for any Secured Property, the Client shall immediately notify OSPL and the same shall be received and held by the Client in trust for OSPL and shall be segregated from other property and funds of the Client and shall be immediately paid, delivered or transferred (as the case may be) to OSPL to be dealt with in accordance with this Memorandum.

(D) Income from Securities

Any dividends, interest, other payments or cash Distributions which may be received or receivable by OSPL in respect of any Charged Properties may be applied by OSPL towards satisfaction or reduction of the Secured Obligations in accordance with the provisions of this Memorandum notwithstanding that the security may not have become enforceable.

4. PERFECTION OF SECURITY

(A) General

For the purpose of creating, perfecting and/or protecting the security interest of OSPL over any property which is, or is intended to be secured under this Memorandum, the Client shall do as follows:-

(1) in the case of certificated Securities, deliver all certificates or other documentary evidence of interest in or representing the Securities to OSPL or the Nominee(s) accompanied by executed transfers or assignments (whether in blank or otherwise as may direct) of such Securities and other documents necessary or desirable to confer the legal title on OSPL or the Nominee(s) or any person with the intent that OSPL or the Nominee(s) or the person may without notice present them for registration, or lodgement with any Depository or relevant authority;

(2) in the case of Scripless Securities and any Accruals thereto to be charged or assigned under Clause 3(A)(2):-

(a) open and maintain account(s) directly with CDP (the "CDP Direct Account") and hold in or from time to time transfer to the CDP Direct Account(s) the Scripless Securities to be assigned or charged pursuant to Clause 3(A)(2); and

(b) execute such Prescribed Forms or such other documents (in blank or otherwise), in such form as OSPL may direct, to create and/or perfect the security over such Scripless Securities intended to be charged or assigned to OSPL;

(3) in the case of Scripless Securities and any Accruals thereto to be charged or assigned under Clause 3(A)(3):-

(a) open and maintain sub-account(s) with such Nominee(s) as OSPL may direct and hold in or from time to time transfer to such sub-account(s) the Scripless Securities to be assigned or charged pursuant to Clause 3(A)(3); and

(b) execute a notice of assignment and direction or such other documents (in blank or otherwise), in such form as OSPL may direct, to create and/or perfect the security over such Scripless Securities intended to be charged to OSPL;

(4) in the case of claims against a Depository, procure that the Depository records, or notify the Depository of the security interest of OSPL over such claims and/or execute such notices or other documents (in a form as OSPL may require) to create, perfect and/or protect the legal title and interest of OSPL over such claims; and

(5) in all cases, execute and do all such assurances, acts and things as OSPL may require for (i) creating, perfecting and/or (ii) protecting the security over any property which is intended to form part of the Secured Property or for facilitating (a) the

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vesting of the full legal title to the Secured Property in OSPL or any person as directed by OSPL , (b) the realisation of the Secured Property and the exercise of all powers, authorities and discretion vested in OSPL, (iii) generally for giving full effect to this Memorandum. For the purposes of this Clause, a certificate in writing by OSPL to the effect that any particular assurance, act or thing required by it is required shall be conclusive evidence of such fact.

(B) Scripless Securities

The Client acknowledges that:

(1) in respect of Scripless Securities charged or assigned pursuant to Clause 3(A)(2), the provisions of this Memorandum shall confer on OSPL power(s) exercisable and enforceable in accordance with the terms herein and, in the case of book-entry securities as defined in Section 4 of the Singapore Companies Act, read with Sections 81SF and 81SS(8)(b) of the Singapore Securities and Futures Act; and

(2) in respect of a security interest over the Scripless Securities charged under or pursuant to Clause 3(A)(3), the provisions of this Memorandum shall confer on OSPL power(s) exercisable and enforceable in accordance with the provisions of this Memorandum and in the case of book-entry securities as defined in Section 4 of the Singapore Companies Act, read with read with Section 81SF of the Singapore Securities and Futures Act and Regulations 23A of the Companies (Central Depository System) Regulations 1993 made pursuant to the Singapore Companies Act.

(C) Conversion, etc. of Securities

The Client hereby authorises OSPL and the Nominee(s) to do any or all acts, whether as agent of the Client or as security holder or as legal owner, to (1) transfer any Securities from any securities account into another securities account, or vice versa, (2) convert any certificated Securities to uncertificated Securities, or vice versa and to do anything in connection or expedient thereto, (3) deposit with or withdraw from any Depository any Securities and (4) do any other thing that OSPL deems fit or necessary for the purpose of managing its interest in the Secured Property.

(D) Appointment of Custodian, etc.

OSPL shall be entitled to appoint any person, at the expense of the Client, to (1) provide for the safe custody of all Securities and documents of title deposited with OSPL, (2) maintain any securities account on its behalf and (3) administer the Secured Property for the sole benefit of OSPL, and shall not be responsible for any loss or damage to the Secured Property caused by that person.

5. CONTINUING SECURITY

(A) The security created by this Memorandum shall constitute and be a continuing security notwithstanding any partial or intermediate settlement of account or reduction or repayment of any part of the Secured Obligations or any other matter or thing whatsoever, and shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security, guarantee or indemnity from time to time held or judgement or order obtained by OSPL for all or any part of the Secured Obligations nor shall any such collateral or other security, guarantee, indemnity, judgement or order or any lien to which OSPL may be otherwise entitled or the liability of the Client or any others not parties hereto for all or any part of the Secured Obligations be in any way prejudiced or affected by this Memorandum.

(B) The security created by or pursuant to this Memorandum shall not be discharged or affected by, and shall remain in full force and effect notwithstanding any act, omission or circumstance which but for this provision might operate to release or otherwise prejudice this security in whole or in part, including without limitation, and whether or not known to the Client or OSPL , (1) any time, indulgence, concession, waiver or consent at any time given to the Client, and/or any other person, whether by OSPL or any other person, (2) any amendment to, any enforcement or absence of enforcement of, or the taking, existence or release of any agreement, security, guarantee, indemnity or right, (3) the making or absence of any demand on the Client, and/or any other person for payment, (4) any legal limitation, incapacity or other circumstances relating to any other person, (5) any invalidity, unenforceability, illegality, non-provability or frustration of any Secured Obligations or any obligations of any other person, (6) (where the Client is a corporation) the insolvency, winding-up, amalgamation, reconstruction, judicial management, being made a declared company or reorganisation or any other analogous events (or the commencement of any of the foregoing) of the Client, (7) (where the Client is an individual) the death, insanity, bankruptcy, incarceration or other disability of the Client, (8) the illegality, invalidity or unenforceability of or any defect in any provision of any agreement, security, guarantee, indemnity, right, remedy or lien or any of the obligations of any of the parties thereunder, or (9) any other matter or thing whatsoever.

6. SUSPENSE ACCOUNTS

Any amount received or recovered by OSPL in respect of the Secured Obligations or any other security and/or any of the powers thereby conferred, may be placed by OSPL in a non-interest bearing suspense account. That amount may be kept there for so long as OSPL shall think fit pending their application from time to time (as OSPL shall be entitled to do at its discretion) in or towards the discharge of any of the Secured Obligations hereby secured.

7. CONTINUATION/OPENING OF ACCOUNTS

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In the event of the commencement of the winding-up of the Client or of this Memorandum ceasing for any reason to be binding on the Client, or if OSPL shall at any time receive notice (either actual or otherwise) of any subsequent mortgage, charge, assignment, hypothecation, pledge, lien or other like interest, matter, event or transaction affecting the Secured Property or any part of it, OSPL may open a new account or accounts for the Client. If OSPL does not in fact open such new account then, unless it gives express written notice to the Client to the contrary, OSPL shall be treated as if it had in fact opened such account or accounts at the time when it received such notice. As from that time and unless such express written notice shall be given to the Client by OSPL, all payments by or on behalf of the Client to OSPL shall be credited, or treated as having been credited, to a new account of the Client and not as having been applied in reduction of the Secured Obligations at the time when such notice was received.

8. REPRESENTATIONS AND WARRANTIES

(A) The Client represents and warrants to and for the benefit of OSPL as follows:-

(1) Capacity and Powers: it has the capacity to enter into and perform and comply with its obligations under and to create the security expressed to be created by this Memorandum;

(2) Non Violation of Laws, Etc.: its entry into and/or performance of or compliance with its obligations under this Memorandum (including the creation of the security expressed to be created by this Memorandum) do not and will not violate, or exceed any borrowing or other power or restriction granted or imposed under or pursuant to, (a) any law to which it is subject, (b) any agreement to which it is a party or which is binding on it or its assets;

(3) Obligations Binding: its obligations under this Memorandum and the security expressed to be created by this Memorandum are valid, binding and enforceable and, in the case of such security, will rank ahead of any other present or future security on or over the Secured Property or any part thereof other than such security or interest which is disclosed to in writing;

(4) Ownership: it is and will at all times be the sole and beneficial owner of the Secured Property and if it is not the sole and beneficial owner of the Secured Property, it is irrevocably, absolutely and unconditionally authorised by the sole and beneficial owner thereof to grant this security or has the right in law which is binding on the beneficial owner, and confer all such rights and benefits to under this Memorandum as though it is the sole and beneficial owner of the Secured Property without any restrictions;

(5) Ranking: the security created under this Memorandum is a first priority security interest over the Secured Property ranking ahead of all other creditors of the Client and not pari passu with any other creditors and is effective on insolvency or winding up and against other creditors, and is not liable to avoidance as a preference or otherwise; and

(6) Securities Fully Paid: the Securities which form part of the Secured Property are fully paid or credited as fully paid and no monies or liabilities outstanding in respect of any of the Secured Property.

(B) Repetition

The Client represents and warrants to and for the benefit of OSPL that each of the warranties in sub-Clause (A) above made by it will be correct and complied with in all respects at all times during the continuance of the security created by this Memorandum as if repeated then by reference to the then existing circumstances.

9. UNDERTAKINGS

The Client hereby undertakes to OSPL that:-

(1) Information: it will at any time at the request of OSPL notify OSPL in writing of (a) the identity of any person which the Client from time to time appoints in connection with any dealings relating to the Secured Property (b) any Company and other account(s) into which any sale proceeds of the Secured Property and any other payments which are subject to this Memorandum are paid into and (c) any securities and/or custody accounts which the Client maintains, or which are maintained for the Client or for its benefits, or which holds the Client's Securities and/or Distributions;

(2) Negative Pledge: it will not (and will not agree, conditionally or unconditionally, to) sell, transfer, lend or otherwise dispose of or give any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire, or create (or agree, conditionally or unconditionally, to create) or have outstanding any security, lien or encumbrances on or over, any of the Secured Property or any interest therein, except for the security created by this Memorandum; and

(3) Rights Issues, etc.: it will on demand duly pay any calls, subscription moneys and/or other moneys payable on or in respect of the Securities forming part of the Secured Property. If the Client does not do so, OSPL may (but shall not be obliged to) do so and, if OSPL does so, the Client shall on demand indemnify OSPL against such payment together with interest thereon for the period beginning on the date of such payment and ending on the date on which OSPL has been indemnified in full by the Client.

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10. SECURITY MARGIN

(A) Margin

The Client undertakes to ensure that the value of Eligible Secured Properties shall at all times exceed the aggregate value of the Secured Obligations by such margin(s) as OSPL may from time to time prescribe in its absolute discretion.

(B) Eligible Secured Properties

Unless otherwise specified by OSPL, "Eligible Secured Properties" means Securities which are (1) quoted for trading, (2) are not suspended from trading, and (3) are freely transferable, Over-The-Counter or on an Exchange specified by OSPL and which are acceptable to OSPL as security margin.

(C) Valuation

The value of the Eligible Secured Properties, in the case of Securities, shall be:-

(1) the market value quoted Over-The-Counter or on the relevant Exchange;

(2) if there is no quotation, in the opinion of OSPL; or

(3) if, in the reasonable opinion of OSPL, the quotation does not reflect the then market value of the Securities, the market value as determined by OSPL in its absolute discretion.

OSPL may in its absolute discretion determine the aggregate value of the Secured Obligations.

(D) Currency Conversion

For valuation purposes, if the Eligible Secured Properties are denominated in a currency other than (1) the currency of the Secured Obligations, or (2) (if applicable) a currency specified OSPL, the value of such Eligible Secured Properties will be determined in the currency of the relevant Secured Obligations and the rate of exchange used for such determination shall be OSPL spot rate of exchange for the purchase of that currency, or where there is no such spot rate, such spot rate of exchange as determined by OSPL in its absolute discretion.

(E) Shortfall

If the value of the eligible Secured Properties falls below the minimum margin prescribed by OSPL or, if no margin prescribed, below the aggregate value of the Secured Obligations, the Client shall immediately upon demand by OSPL, either make payment towards the reduction of the Secured Obligations or transfer additional Eligible Secured Properties to in the manner prescribed by Clause 4 having a value not less than the shortfall.

11. ENFORCEMENT

(A) Restrictions not to apply

No restriction imposed by any law or ordinance in force in Singapore on any power of sale or on the consolidation of mortgages or other securities shall apply to this Memorandum and any security created hereunder or pursuant to this Memorandum.

(B) Rights Cumulative

Each of the rights, powers and remedies given to OSPL under this Memorandum shall be cumulative and in addition to all other rights, powers and remedies given to or by virtue of any other security, agreement, statute or rule of law or equity.

(C) Enforceability of Security

The security created by this Memorandum shall become immediately enforceable and the power of sale and other powers conferred by any law in Singapore and all the other powers conferred on OSPL by this Memorandum shall be immediately exercisable at any time after the Client shall have failed to pay or satisfy when due any part or parts of the Secured Obligations or the occurrence of any other Event of Default.

(D) Events of Default

The following are Events of Default:-

(1) Non-Payment: the Client does not pay any Secured Obligations payable when due or in the case of liabilities due on demand immediately upon OSPL making a demand;

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(2) Breach of Other Obligations: (a) the Client does not perform or comply with any one or more of its obligations (other than the payment obligation of the Client referred to in paragraph (1)) under this Memorandum if in the opinion of OSPL that default is capable of remedy, it is not in the opinion of remedied within 14 days of its occurrence;

(3) Breach of Warranty: any representation, warranty or statement by the Client in this Memorandum is not complied with or is or proves to have been incorrect when made or deemed repeated;

(4) Insolvency: the Client is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its indebtedness or has filed against him a bankruptcy petition or is adjudged a bankrupt by a court of competent jurisdiction;

(5) Cessation: this Memorandum ceases for any reason (or is claimed by the Client) to be the legal and valid obligations of the Client, binding upon it in accordance with its terms;

(6) Death or incarceration: the death or incarceration of the Client; and

(7) Material Adverse Change: any event occurs or circumstances arise which reasonably determines give(s) reasonable grounds for believing that the Client may not (or may be unable to) perform or comply with any one or more of its obligations under this Memorandum.

(E) Set-Off:

(1) Following an Event of Default, OSPL may without notice to the Client combine or consolidate all or any sums standing to the credit of any of the Client's accounts with OSPL with the Secured Obligations and/or set-off or transfer any such sums in or towards the satisfaction of any of the Secured Obligations, and may do so notwithstanding that the balances on such accounts and such liabilities may not be expressed in the same currency, and for the purpose of exercising any rights under this Clause or rights under the general law is authorised to effect any necessary conversions at such rate of exchange as OSPL may deem fit.

(2) The Client irrevocably authorises OSPL in its name and at its expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer pursuant to paragraph (1) above, including the purchase with the money standing to the credit of any such account of such other currencies as may be necessary to effect such set-off or transfer.

(3) In this sub-Clause "rights under the general law" means any right of set-off, combinations or consolidation of accounts, lien or similar right which has under Singapore law.

12. POWERS OF OSPL ON EVENT OF DEFAULT

(A) Certain powers

OSPL shall have power at any time after the security created by this Memorandum shall have become enforceable either in its own name or in the name of the Client and as the Client's agent and without notice to the Client or any other person:-

(1) Take Possession: to take possession of, collect and get in the Secured Property or any part thereof;

(2) Sell: to sell, exchange, convert into money or otherwise dispose of or realise or concur in selling, exchanging, converting into money or otherwise disposing of or realising the Secured Property or any part thereof either by public offer or private contract and for such consideration and on such terms as it may think fit and so that (without prejudice to the generality of the foregoing) it may do any of those things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable or deliverable in a lump sum whether immediately or on a deferred basis or by instalments spread over such period as it may think fit;

(3) Voting Rights: to exercise or cause or permit the exercise of any powers or rights incidental to the ownership of the Secured Property or any part thereof in such manner as it may think fit and in particular any voting and/or other rights attached to any of the Secured Property;

(4) Legal Actions: to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Secured Property or any part thereof; or to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Secured Property or any part thereof as may seem to it to be expedient; and

(5) Other Powers: to do all such other acts and things as it may consider necessary or desirable for the realising of the Secured Property or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on it under or by virtue of this Memorandum and to exercise in relation to the Secured Property or any part thereof all such powers, authorities and things as it would be capable of exercising if it were the absolute beneficial owner of the same.

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In any sale or disposal referred to in paragraph (2), OSPL may itself purchase the Secured Property or any part or sell to any other person at a fair market price thereof free from any right of redemption on the part of the Client which is hereby waived and released.

(B) Powers Additional

The powers and protection conferred by this Memorandum in relation to the Secured Property or any part thereof on OSPL shall be in addition to and not in substitution for the powers and protection conferred on mortgagees or OSPL under Singapore law which shall apply to the security created by this Memorandum except insofar as they are expressly or impliedly excluded. Where there is any ambiguity or conflict between the powers contained in any such written law and those conferred by this Memorandum as aforesaid, then the terms of this Memorandum shall prevail.

(C) Certificates Conclusive

A certificate by a Company as to any sum payable to it, and any other certificate, determination, notification or opinion of OSPL provided for in this Memorandum, shall be conclusive and binding on the Client in the absence of manifest error.

13. APPLICATION OF MONIES

(A) Order of Application

All moneys received or recovered by OSPL in respect of the Secured Obligations (whether such moneys shall have been received or recovered as a result of or arising from its or their exercise of all of any rights, powers or remedies under this Memorandum or by way of a set-off, including set-off under Clause 11(E) above, or otherwise) shall be applied subject to the claims of all secured or unsecured creditors (if any) ranking in priority to this Memorandum:-

(1) firstly, in or towards payment of all costs, charges and expenses of and incidental to the appointment by OSPL of any person under this Clause and/or the exercise of all or any of the powers aforesaid including the remuneration OSPL and all outgoings properly paid by OSPL and liabilities incurred by OSPL as a result of such exercise;

(2) secondly, in or towards payment to OSPL of the principal owed to it in respect of the Secured Obligations;

(3) thirdly, in or towards payment to OSPL of any other outstanding amount of the Secured Obligations owed to it and where such amount is of a contingent nature, in or towards making full and adequate provisions for payment of such amount as and when it becomes due and payable; and

(4) fourthly, any surplus shall be paid to the Client or any other person entitled thereto.

14. INDEMNITY

(A) To OSPL

OSPL shall be indemnified by the Client from and against all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered by OSPL (including all legal costs on a full indemnity basis) by reason of any failure of the Client to perform any of its obligations under this Memorandum or in the execution, protection or enforcement (or any attempt of the same) of any of the rights, powers, remedies, authorities or discretion vested in under or pursuant to this Memorandum.

(B) Currency Indemnity

If under any applicable law or ordinance or pursuant to a judgement or order being made or registered against the Client or the liquidation of the Client or without limitation for any other reason any payment under or in connection with this Memorandum is made in a currency (the "payment currency") other than the currency in which such payment is expressed to be due under or in connection with this Memorandum (the "contractual currency") then to the extent that the amount of such payment actually received by OSPL when converted into the contractual currency at the rate of exchange falls short of the amount due under or in connection with this Memorandum, the Client as a separate and independent obligation shall indemnify and hold harmless OSPL against the amount of such shortfall. For the purposes of this Clause "rate of exchange" means the rate at which OSPL is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take into account (and the Client shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

15. DIVIDENDS AND VOTING RIGHTS

OSPL agrees that, notwithstanding any other provision of this Memorandum but without prejudice to Clause 3, until the security created by this Memorandum shall have become enforceable:-

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(1) the Client shall be entitled to the release of all dividends and other moneys received by OSPL on or in respect of any of the Secured Property; and

(2) the Client shall be entitled to the exercise of all powers or rights incidental to the ownership of the Secured Property (in particular, all voting rights attached to the Secured Property),

and, if any of the Secured Property shall at any time be registered in the name OSPL or its Nominee, until the security created by this Memorandum shall have become enforceable, OSPL may (but is not obliged to), at the Client's costs, exercise all powers or rights incidental to the ownership of the Secured Property (in particular, all voting rights attached to the Secured Property) in accordance with such lawful instructions as may have been given by the Client to OSPL so long as it is in OSPL's opinion reasonable and practical.

16. JOINT AND SEVERAL OBLIGATIONS

Where there are two or more persons comprising the Client, the obligations of such persons shall take effect as joint and several obligations and, for the avoidance of doubt, the word "Client" wherever used herein shall be construed to refer to each such person jointly and severally.

17. DELEGATION

OSPL may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons or fluctuating body of persons all or any of the powers, authorities and discretion which are for the time being exercisable by OSPL under this Memorandum in relation to the Secured Property or any part thereof and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as may think fit and OSPL shall not be in any way liable or responsible to the Client for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

18. EXCLUSION OF LIABILITY

OSPL, its delegate or sub-delegate shall not in any circumstances or for any reason whatsoever be liable to account to the Client or any other person for anything except in respect of their own respective actual receipts, or be liable to the Client or any other person for any loss or damage or diminution in price arising from any realisation of the Secured Property or any part thereof or from any act, default or omission of , its delegate or sub-delegate in relation to the Secured Property or any part thereof or from any exercise or non-exercise by , its delegate or sub-delegate of any power, authority or discretion conferred upon it in relation to the Secured Property or any part thereof by or pursuant to this Memorandum unless such loss or damage shall be caused by OSPL, its delegate's or sub-delegate's own fraud.

19. POWER OF ATTORNEY

(A) Appointment

The Client hereby by way of security irrevocably appoints OSPL, any Nominee(s) and every such delegate or sub-delegate or their officers as aforesaid to be its attorney and on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which the Client ought to do under the covenants and provisions contained in this Memorandum and generally in its name or otherwise and on its behalf to exercise all or any of the powers, authorities and discretion conferred by or pursuant to this Memorandum on OSPL or any such delegate or sub-delegate or their officers and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper in or for the purpose of exercising any of such powers, authorities and discretion, including, but without limitation, to execute and complete any transfers, conveyances, assignments, assurances or other documents which OSPL may require for creating, protecting and/or perfecting its security interest over or title to the Secured Property or for vesting the Secured Property in OSPL or in any purchaser(s) including opening and maintaining such CDP Direct Account, Depository Agent Securities Sub-account and/or any other securities accounts as OSPL may specify. The Client undertakes to execute from time to time all documents required to give effect to the terms of this Clause so that the powers granted in this Clause may be exercised in all jurisdictions OSPL, delegate or sub-delegates or their officers chooses to exercise such powers. The Client shall indemnify and keep indemnified all OSPL, such Nominee(s), delegates or sub-delegates and other persons against all costs, charges, expenses and losses which they may incur with respect to the foregoing. The Client acknowledges and confirms that in so far as the authority and indemnity provided herein relates to any person who is not party to this Memorandum, the person is intended to be a third party beneficiary thereof who is entitled and instructed to act as directed by OSPL and to avail itself of the indemnity aforementioned.

(B) Ratification

The Client hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in sub-Clause (A) shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretion referred to in such sub-Clause.

20. PROTECTION OF THIRD PARTIES

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No person dealing with OSPL or with any such delegate or sub-delegate as aforesaid shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretion conferred by or pursuant to this Memorandum in relation to such property or any part thereof are or may be exercisable by OSPL or by any such delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in the exercise of any such powers.

21. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up, and no release, settlement or discharge given or made by on the faith of any such assurance, security or payment, shall prejudice or affect the right of OSPL to enforce the security created by this Memorandum in respect of the full extent of the moneys hereby secured. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which OSPL may previously have received or may thereafter receive from any person in respect of the Secured Obligations is set aside under any applicable law or proves to have been for any reason invalid or if it appears to OSPL that there is a material risk of such invalidation.

22. REMEDIES, WAIVERS AND CONSENTS

(A) Rights/Remedies

No failure on the part of OSPL to exercise, and no delay on its part in exercising, any right or remedy under this Memorandum will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Memorandum are cumulative and not exclusive of any rights or remedies provided by law.

(B) Waiver/Consent

Any waiver or consent by OSPL under this Memorandum must be in writing and may be given subject to any conditions thought fit by the person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

(C) Partial Invalidity

The illegality, invalidity or unenforceability of any provision of this Memorandum shall not affect the legality, validity or enforceability of any other provision.

23. BENEFIT OF SECURITY

This Memorandum shall be binding upon and enure to the benefit of OSPL and its successors and assigns. The Client may not assign or transfer all or any part of its rights, benefits and obligations hereunder.

24. EXPENSES AND STAMP DUTY

The Client shall pay:-

(1) Expenses: on demand, all reasonable costs and expenses (including legal fees and all goods and services, value added and other duties or taxes payable on such costs and expenses), incurred by OSPL in connection with the preparation, negotiation, entry into or performance of this Memorandum and/or any amendment of or waiver in respect of any of the facilities granted by OSPL and this Memorandum;

(2) Enforcement Expenses: on demand, all costs and expenses (including legal fees on a full indemnity basis and all goods and services and other duties or taxes payable on such costs and expenses) incurred by OSPL in protecting or enforcing any rights under this Memorandum and/or any such amendment or waiver; and

(3) Stamp Duty and Taxes: promptly, and in any event before any penalty becomes payable, any goods and services, stamp, documentary, registration or similar tax payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Memorandum and/or any such amendment or waiver, and shall indemnify OSPL against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

25. GOVERNING LAW AND JURISDICTION

(A) Governing Law

This Memorandum shall be governed by, and construed in accordance with, the laws of Singapore.

(B) Jurisdiction

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Initial: _____

In relation to any legal action or proceedings arising out of or in connection with this Memorandum ("Proceedings"), the Client hereby irrevocably submits to the jurisdiction of the courts of Singapore and waives any objection to Proceedings in any such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

(C) Submissions Non-Exclusive

Those submissions shall not affect the right of OSPL to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any jurisdiction preclude OSPL from taking Proceedings in any other jurisdiction.

(D) Service of Process:

(1) The Client irrevocably consents to any process in any Proceedings anywhere being served by mailing a copy by registered prepaid airmail post to it. Such service shall become effective seven days after mailing.

(2) Nothing shall affect the right to serve process in any other manner permitted by law.

This memorandum is executed on _____ of _____.

For Individual/Joint account applicant(s)

Signature of customer/1st account applicant	**Signature of 2nd account applicant**
sign here	sign here
Name: _____	Name: _____
NRIC/Passport no.: _____	NRIC/Passport no.: _____

OR

For Corporate/Institution account application*

Signature of authorised signatory(ies)	**Company stamp**
sign here	

Name(s): _____

Designation: _____

* Please attach director's resolution approving the execution of this Memorandum

For OSPL's use only		
CS	*Signature Verified (SV) / Witnessed (OTC) by / Date:*	*SF Account No.:*

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OCBC Securities
18 Church Street, #01-00 OCBC Centre South
Singapore 049479

Date:

Cash Withdrawal from Share Margin Facilities

To: OCBC Securities Private Limited
Attn: Margin Section

LETTER OF UNDERTAKING – REQUEST FOR CASH WITHDRAWAL UNDER SHARE MARGIN FACILITY

I/We, _____, _____ (Name of Account Holder(s) / Company Corporate Account) (the "Customer") request for a cash withdrawal under my/our share margin facility/facilities granted by OCBC Securities Private Ltd ("OSPL").

As condition to the granting of my/our request for cash withdrawal as above, I/we represent, warrant, agree and undertake the following terms:

1. Purpose of cash withdrawal

I/we acknowledge, agree and undertake that the cash proceeds obtained from my/our cash withdrawal, if approved/granted by OSPL, shall be used solely for the purposes of "product financing" as defined under the Second Schedule of the Securities and Futures Act (Cap. 289).

For the purpose of this letter, we acknowledge, agree and undertake that I/we shall only request for cash withdrawal to facilitate the following:

(a) the subscription of Specified Products[i] listed or to be listed on an organised market;
(b) the purchase of Specified Products listed or to be listed on an organised market;
(c) the purchase of such Specified Products as the Authority may prescribe; or
(d) where applicable, the continued holding of Specified Products mentioned in paragraph (a), (b) or (c),

whether or not such **Specified Products** are pledged as security for OSPL share margin facility

2. Withdrawal Approval

Notwithstanding anything to the contrary, OSPL may, in its absolute discretion, reject my/our cash withdrawal request or reduce the requested withdrawal amounts, at any time without assigning any reason and without prior to me/us.

3. Compliance with law

(a) I/We have taken all actions, conditions and things required to be taken, fulfilled and done, and have obtained or will obtain all consents, approvals and/or authorisations required in order to enable me/us to submit this cash withdrawal request and to perform and comply with my/our obligations under this letter.

(b) I/we shall comply in all respects with all laws to which I/we may be subject, if failure so to comply would materially impair my/our ability to perform my/obligations obligations under the share margin facility(ies) granted to me/us.

(c) I/We will promptly provide all necessary assistance required by OSPL in meeting its obligations to provide information regarding me/us as required by the SGX-ST and/or the Monetary Authority of Singapore and/or any relevant regulatory authority or governmental agency.

4. No misleading information

(a) Any information contained in or provided by me/us for the purposes of my/our share margin facility(ies) and for the cash withdrawal requested herein was true, complete and accurate in all material respects as at the date it was provided or as at the date at which it is stated (the "Information").

(b) Nothing has occurred or been omitted from the Information and no information has been given or withheld that results in the Information being untrue or misleading in any material respect.

(c) I/We shall, promptly, upon becoming aware of any circumstances which may render any Information or any representation and warranties provided herein to be untrue, incomplete or inaccurate, notify OSPL, and cooperate with OSPL to do all such actions and provide all such documents and information as OSPL may deem necessary.

5. Debt

In the event OSPL approves my/our request for cash withdrawal, OSPL may, in its discretion, transfer the cash into the Customer's designated Bank Account(s) (on records with OSPL) the amount requested above or such other amount as OSPL may in its sole discretion approve/grant. Upon such transfer, the Customer shall be deemed to owe OSPL an equivalent amount as if the Customer's debt had been incurred to OSPL from inception with respect to the Customer's erstwhile share margin financing account for the continued holding of specified products through OSPL for the share margin financing account of the Customer with OSPL;

6. OSPL Standard Terms and Conditions

I/We have read, accept and agree to be bound by, (a) the terms and conditions under this Letter, (b) the OCBC Securities Private Limited Standard Trading Terms and Conditions ("OSPL ST&Cs"), and (c) the Terms and Conditions Governing Share Financing incorporated within OSPL's ST&Cs.

I/we also acknowledge, accept and agree that the services made available under this Letter are made pursuant to the terms and conditions under this Letter (or such other those terms as may be notified to me/us) and shall be read in conjunction with OSPL ST&Cs. In the event of any conflict, the terms and conditions herein shall prevail

7. Indemnity

I/we will indemnify and hold OSPL and its directors, officers, agents, employees and affiliates (including their respective directors, officers, agents and employees) (collectively "Indemnified Persons") harmless against all acts, omissions, negligence, claims, proceedings, demands, damages, losses (direct or consequential), costs and expenses (including all duties, taxes or other levies and legal fees on a full indemnity basis) and other liabilities incurred or sustained by any of the Indemnified Persons arising out of or in connection with the grant of the share margin facility(ies), or the transaction contemplated hereby, or the enforcement by OSPL of any of its rights, any breach by me/us of the representation, warranty, agreement and undertaking set out in this Letter, or any other breach of my/our obligations hereunder, or in connection with the execution, performance or enforcement of OSPL's ST&Cs, or any other agreement including:-

(a) the operation of any of my/our share financing account(s) or the provision of financing, safekeeping or other services to me/us;

(b) any loss arising from fluctuations in the relevant money or securities market except where arising directly from OSPL's gross negligence or wilful default;

(c) any debiting of or crediting to my/our account(s) on my/our instructions;

(d) the enforcement, presentation and protection of OSPL's rights under or in connection with this letter and/or my/our account(s);

(e) exercising OSPL's rights of sale, close-out, set-off, recovering payment or taking other enforcement proceedings;

(f) OSPL using any system or means of transmission, communication, transportation or otherwise in carrying out my/our instructions which results in the loss, delay, distortion or duplication of such instructions;

(g) any breach of trust or other fiduciary obligation binding on me/us;

(h) OSPL acting or omitting to act on the basis of any information or instructions given by me/us or by any person(s) purporting to be my/our attorney, agent or representative, where OSPL believed in good faith that the information or instructions were given in excess of powers vested in me/us, or OSPL omitting to act on the basis of such instructions or information where OSPL in good faith believed that in acting so would result in a breach of any duty imposed on OSPL;

(i) OSPL acting in good faith or omitting in good faith to act on any oral or written instructions (including facsimile, telephone, telex and electronic mail instructions and instructions for cash withdrawal) given or purported to be given by me/us regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and no withstanding any error, misunderstanding, fraud, forgery or lack of clarity in the giving, receipt of such instructions, including but not limited to instructions given or purported to be given by me/us to OSPL through my Trading Representative; and

(j) My/our failure to pay or repay OSPL on demand any sum/liabilities due to OSPL (including all interest accrued thereon); and

(k) any loss suffered by OSPL due to any change in the existing rules, laws, regulations, or governmental directives relating to any provision of services to me/us pursuant to the terms hereunder or under OSPL's ST&Cs.

8. Severability

If any one or more provisions of these terms and conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these terms and conditions shall not in any way be affected or impaired.

9. Waiver

No failure or delay by OSPL in exercising or enforcing any power of sale or any other rights or options under these terms and conditions shall operate as a waiver thereof, or limit, prejudice or impair OSPL's right to take any action or to exercise any such rights as against me/us without notice or demand or render OSPL responsible for any loss or damage arising therefrom.

10. Governing law

This Letter is governed by, and shall be construed in accordance with, Singapore. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter (including any dispute regarding the existence, validity or termination of this Letter).

I/we acknowledge, accept and agree that this Letter of Undertaking shall remain in full force and effect unless OSPL has agreed or confirmed in writing that all my/our liabilities owing to OSPL has been discharged, that there are no outstanding amounts due or owing to OSPL, and that I/we no longer hold or maintain any share financing account with OSPL.

Name of Account Holder(s):	
Trading Account No:	

Signature of account holder(s) as per records/date Sign Here	Company Stamp (For Corporate Account only)

[i] "Specified Products" means securities, specified securities-based derivatives contracts or units in a collective investment scheme; "securities" means —

(a) shares, units in a business trust or any instrument conferring or representing a legal or beneficial ownership interest in a corporation, partnership or limited liability partnership;

(b) debentures; or

(c) any other product or class of products as may be prescribed, but does not include —

(i) any unit of a collective investment scheme;

(ii) any bill of exchange