



TO:

**GEO MILLENIUM SYSTEM PTE LTD**

Dear Sirs,

**TERMS OF ENGAGEMENT**

1. We take this opportunity to thank you for instructing us in this matter.
2. As required under the Legal Profession (Professional Conduct) Rules, we set out below the principal terms of our engagement as your solicitors in Singapore.
3. Chee Chun Woei of Intelleigen Legal LLC will act as the instructing in charge of your matter. Intelleigen Legal LLC will work with Mr Eugene Quah and Ms Abigail Cheng and/or any other lawyer(s) within RHTLaw Taylor Wessing on the arbitration.
4. During the course of the above matter, we shall keep you advised on the progress of your matter on a regular basis either by telephone, electronic mail, fax or letter enclosing copies of relevant correspondence. You can of course contact us for a progress report at any time.
5. During the course of the matter, where applicable, we will explain to you any proposals of settlement or other offers made or positions taken by other parties which will affect your case. We will also, where appropriate, evaluate with you if a course of action requested by you justifies the risk or expense involved.
6. As we foresee matters now, the scope of our services will extend to the following:
  - 6.1 Advising you on matters of Singapore law in relation to the above captioned matter;
  - 6.2 Representing you in legal proceedings brought in Singapore in connection with the foregoing; and
  - 6.3 Doing all things as may be required or necessary and/or incidental in connection with the foregoing.
7. This letter countersigned by you constitutes your Warrant to Act in favour of us with respect to representing you generally in Singapore in connection with the above matter and no further Warrant to Act will be necessary for compliance with Order 64 Rule 7 of the Rules of Court.

**Client identification and due diligence requirements**

8. As a law firm and as lawyers, we are bound by regulations and legislation, including the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap 65A) and the Terrorism (Suppression of Financing) Act (Cap 325), as well as the Legal Profession Act (Cap 161), the Legal Profession (Prevention of Money Laundering and Financing of Terrorism) Rules 2015 and practice directions, guidance notes and rulings in relation to the prevention of money laundering and funding of terrorist activities issued by the Law Society of Singapore. As such, we are required to know each of our clients, including, where applicable, their beneficial

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(Fax is not for service of court documents)

owners and business relationships and the source of funds remitted to us for the matter. Towards this end, we will seek identification and other due diligence documents from you from time to time in compliance with the relevant regulations and legislation.

9. Notwithstanding the scope of any regulations or legislation, and without limiting our rights under paragraph 8, we reserve the right to terminate our relationship at any point where we have concerns about either the nature of the matter on which we are advising or persons involved with them, or if any request for further information is not met promptly (whether we have an obligation or right to request such information or not).

#### Information on discovery of documents

10. It is our duty to advise you that you must not deliberately destroy documents (including electronic documents) relevant to the issues in this matter that are in your possession, custody or power. Documents that are "relevant" to the issues in this matter include documents that do not support or adversely affect your case, or are confidential or informal. A party "deliberately" destroys relevant documents if he intends to put these documents out of reach of the other party in pending or anticipated litigation. If a party is found to have deliberately destroyed relevant documents, the Court may strike out that party's claim (if he is the Plaintiff) or defence (if he is the Defendant), even if a fair trial is still possible. It may therefore be necessary for you to suspend any corporate document destruction programme immediately. From now on, you should not destroy any document which could conceivably be relevant, however unimportant it may appear to you.
11. If you have already destroyed relevant documents before instructing us in this matter, you are still required by the Rules of Court to disclose to your opponent that these documents were once in your possession, custody or power. As stated above, the Court has the power to impose severe sanctions if the destruction was deliberate. Your obligation to preserve evidence continues until this matter is finally resolved. The same obligation applies to your opponent. After action is commenced, you will in due course have to list, and then produce for your opponent's inspection, relevant documents that are not privileged (including new documents that you create through internal discussion or otherwise) and which are in your possession, custody or power. We would therefore wish to be involved in the formulation of anything relevant to this matter which you may wish to commit to writing.
12. Please ensure that every individual in your organization who may be affected by your discovery obligations in this matter is made aware of the need to preserve relevant documents, whether or not those documents are privileged. If you have any questions about this advice or any other discovery-related topic not covered by this advice, please feel free to contact any of our lawyers acting for you in this matter.

#### Information on our Professional fees

13. Our legal fees will be based on the actual time spent in connection with this matter by the lawyers having conduct of your matter, including the time spent in meetings with you, including any telephone conversations, emails to or from you, letters and others; preparing, reviewing and working on matter, preparing papers including correspondence; making and receiving telephone calls and others on your behalf, preparing for and attending hearings on your behalf, travelling and waiting, and the overall management of this matter.

14. In addition to the actual time spent, we may also add a premium to take into account a number of factors including the complexity of the issues addressed, the speed at which action must be taken, the expertise or specialist knowledge which your matter may require; the amount of work required to be done outside normal office hours; the importance of the matter; and, if appropriate, the value of the property or subject-matter.

**Hourly Rate**

15. The hourly rates of the lawyer(s) who will be attending your matter are as follows:
  - 15.1 The hourly rate of the Partner is SGD 750.00 per hour and that of our Associate(s) is SGD 300.00 per hour. We are mindful of the need to keep your costs under control, and will endeavour to do so by ensuring that all work is done at the appropriate levels of seniority with the requisite degree of supervision.
  - 15.2 We keep our hourly rates constantly under review and will notify you of any changes in them.
    - 15.2.1 Please note this fee excludes disbursements and Goods and Services Tax ("GST").
    - 15.2.2 These disbursements include postage charges, telephone charges, photocopying charges, fees and the costs of airfare and/or hotel accommodation for any travel outside Singapore relating to this matter by our lawyer(s). A list of disbursements will be provided in the bill and a further itemised list of disbursements can be provided upon request.
16. It is normal practice for law firms to require clients to pay sums of money from time to time on account of anticipated professional fees and disbursements. Payments can be remitted via telegraphic transfer in Singapore Dollars to our bank account, the details of which are as follows:

Telegraphic Transfer:

Intelleigen Legal LLC Client Account  
SGD Account: 04011107481  
Swift Code: MBBESGSG  
Bank Address: Maybank 2 Battery Road Maybank Tower Singapore 049907

By Cheque - Payable to "Intelleigen legalLLC"

17. Please quote our file reference in your instructions to your bankers to assist us in tracing your remittance.
18. As your matter progresses, we reserve the right to ask for further deposits from you on account of anticipated fees and disbursements. If such a further deposit is requested, remittance of that deposit will be a condition of our continuing to act for you.
19. Please note that these sums are deposits only and the total amount of professional fees and disbursements payable to us may exceed or fall below the total amount of deposits remitted to us.

20. We will hold all deposits remitted to us in our client account for your benefit. Unless you give us specific instructions, it shall be in our discretion whether or not to place such monies on interest-bearing deposit. We are entitled to set off the monies standing to your credit in our client account and any interest accrued thereon against legal fees and disbursements due to us. We will not, however, effect any set-off against our legal fees and disbursements unless we have rendered a bill to you or other written note of costs and notified you in writing to your last known address of our intention to effect the set-off and carry out the set off with two (2) days of our bill or note to you. For the purpose of exercising such set-off, we shall have the right to uplift any of your monies placed on interest-bearing deposit by us, whether at or prior to the time of maturity of the deposit and regardless of any penalty which may be imposed for early withdrawal.

**Further Information on Costs for a Litigation Matter**

21. A dispute such as the present one, if it proceeds up to trial/arbitration, can take more than 5 days. We estimate the total cost, exclusive of disbursements, to be about SGD 200,000 (Singapore Dollars Two Hundred Thousand). If the matter is settled before trial, as happens in many litigious matters, our fees will be correspondingly lower. Please note that this estimate of likely fees is provided for your guidance only and that our invoiced charges will in any event be based on the actual time spent by the lawyer(s) handling this matter.
22. We will render interim periodic invoices, usually on a monthly basis. Payment is due within 7 days of the date of an invoice.
23. Where any sums are not paid within 30 days of the date of an invoice, interest, at the same rate as that provided in the Rules of Court in relation to a judgment debt, shall become payable on the invoice 30 days from the date of the invoice up to the date of payment, both dates inclusive.

**Information on Party and Party and Solicitor and Client Costs**

24. You will be personally responsible for the payment to us of our legal fees, disbursements and GST in full whether or not you succeed and whether or not the Court / Arbitration Tribunal makes an order that your opponent pay your legal fees. Where we act for more than one party in a matter, all parties that we represent will be jointly and severally liable for payment to us of our legal fees, disbursements and GST in full.
25. As you have instructed us to act for you in a litigation matter, we should also explain that at the conclusion of your matter and in the event you succeed, the Court / Arbitration Tribunal may order your legal costs to be paid by the other party. These costs are described as party and party costs. However, these costs may not cover the full actual amount of legal costs you have expended to litigate this matter. In other words, you will still be responsible to meet our legal costs.
26. In the event that you are unsuccessful, you are likely to be ordered to pay your opponent's legal costs and you will have to pay these legal fees in addition to the legal fees due to us. If you wish to discuss this matter further, we will be pleased to meet you to explain this further, including the system of taxation of costs, a procedure by which the Court / Arbitration Tribunal reviews the bill of costs of lawyer(s), whether party and party or solicitor and client, to determine if it is fair and reasonable.

27. Even if you succeed in the litigation, the Court / Arbitration Tribunal may not order your opponent to pay your legal fees or your opponent may not in fact be capable of paying what has been ordered against him.
28. If we instruct expert(s), translator(s) or other third party (ies) on your behalf and with your approval, you will be responsible for paying their fees directly to them upon presentation of their invoices. If we engage the services of Senior Counsel for you, you will be responsible for paying his/her fees directly.
29. If you are dissatisfied with the fees stated in our bill of costs (interim or otherwise), you may make an application to the Court for a formal assessment or "taxation" of the bill within one (1) year from its delivery, failing which you will lose the right of challenge (unless the Court orders otherwise). The amount decided by the Court will be the amount payable on the bill. Alternatively, you may apply to The Law Society of Singapore ("Law Society") to appoint a mediator or an arbitrator to assist all concerned in coming to an agreement on the fees under the Law Society's Cost Dispute Resolve Scheme. Please refer to the Law Society's website at [www.lawsociety.org.sg](http://www.lawsociety.org.sg) for further information.
30. Without prejudice to paragraph 29, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.
31. This agreement shall be governed by and construed in accordance with Singapore law.

**If GST is payable**

32. RHTLaw Taylor Wessing is a business registered under Singapore's Goods and Services Tax Act, our legal fees and certain disbursements will be subject to a 7% GST to be borne by you.

**Our Service**

33. We are committed to providing you with a high quality service. If you are unhappy about any aspect of the service you have received or about our bill, please contact us immediately so that we can take steps to address your concerns.

**Limitation of Liability and Indemnity**

34. Both Intelleigen Legal LLC and RHTLaw Taylor Wessing are not liable to you in connection with our representation of you in this matter except for any loss, liability, expense or cost incurred by you that resulted directly and solely from our wilful default or gross negligence. This clause is applicable to the extent permitted by law.
35. You agree to indemnify and hold us harmless from and against any and all claims, actions, demands, proceedings, liabilities or judgments and any and all losses, damages, costs, charges and expenses (including legal fees and expenses) arising from or in connection with our representation of you in this matter, except to the extent they have resulted directly and solely from our wilful default or gross negligence.

36. The above limitation on liability and indemnity shall apply:
  - 36.1. to both us as law firms, as well as to our partners, associates and other employees handling or otherwise providing services in connection with this matter; and
  - 36.2. regardless of the form of action, loss, damage, claim, liability, cost or expense, and whether the cause of action lies in contract, statute, tort or otherwise.
37. We will not be liable for the acts, defaults or omissions of any third party, including that of any agents or sub-contractors.
38. In all cases, our liability, if any, will be limited only to the direct loss suffered by you, our client and, even then, only to the extent that such loss was reasonably foreseeable and is caused by our direct, act, default or omission.

**Ceasing to Act for You**

39. You are entitled to terminate our engagement by written notice at any time and on any grounds. We are entitled to terminate our engagement to act for you by written notice on the grounds set out in Rule 42 of the Legal Profession (Professional Conduct) Rules, including where you have been in breach of our agreement on payment of fees set out in this agreement. In both cases, seven (7) days' notice is required.
40. In addition, we may stop work in this matter and may cease to act for you by written notice if you do not pay any invoice when due, or do not comply with any request for payment on account of costs incurred or to be incurred, without prejudice to our right to be paid for work carried out up to the date of termination. You agree that you will have no claim against us for any loss, damage, costs and expenses howsoever arising in the event we stop work for non-payment of our fees.
41. At the time of our termination, we are entitled to exercise a lien (a right of possession) over all documents and monies held on your account until full payment is received. In the event if you decide to appoint a new law practice, we will as required by the Legal Profession (Professional Conduct) Rules release all documents to your new lawyers only upon receipt of their undertaking to protect our right over your documents handed over to them for outstanding legal costs.
42. Please sign and return to us the duplicate copy of this letter and the enclosed Warrant to Act.
43. Please do not hesitate to contact us if you require any clarification on any of the above matters or for any other purpose as this matter progresses.

Yours faithfully



Intelleigen Legal LLC

## WARRANT TO ACT

I, **Foo Jong Kan** (Passport No./ NRIC No. **S1164656E**), for and on behalf of Geo Millenium System Pte Ltd, hereby agree to engage the services of M/s Intelleigen Legal LLC and RHTLaw Taylor Wessing LLP on the terms and conditions set out above and hereby grant M/s Intelleigen Legal LLC and M/s RHTLaw Taylor Wessing LLP a Warrant to Act for Geo Millenium System Pte Ltd in Singapore in connection with legal proceedings in the Singapore Courts and or the SIAC.

Signed on the 28<sup>th</sup> day of March, 2016

Geo Millenium System Pte Ltd

  
Foo Jong Kan / CEO  
S1164656/E

[Company stamp]



### Overview of Arbitration Process - SIAC

