WONG PARTNERSHIP

LAW WATCH

DECEMBER 2022

In Brief

WONG PARTNERSHIP

DEALS

WONGPARTNERSHIP LLP ACTS IN…
The Sale of Worldwide Flight Service to SATS Ltd. for Approximately €1.12 Billion

WongPartnership is acting as Singapore counsel to an affiliate of Cerberus Capital Management (**Cerberus**) in its sale of Worldwide Flight Services (**WFS**) to SATS Ltd. (**SATS**) for approximately €1.12 billion.

WFS is the world's largest air cargo handler and one of the leading providers of ground handling and technical services. SATS is Asia's leading provider of food solutions and gateway services. The combination of WFS and SATS will create a global leader in the aviation services sector with "a first-of-its-kind global air cargo platform with scale and a network of stations across Asia, the Americas, and Europe".

The proposed transaction is expected to complete by March 2023, subject to, among others, requisite shareholder and regulatory approvals. Temasek Holdings Pte Ltd. (Investment Company), SATS' biggest shareholder, has provided an irrevocable undertaking to vote in favour of the transaction.

This is one of the largest acquisitions by a Singapore listed company in 2022.

Partners involved in the transaction are Ng Wai King and Kevin Ho from the Mergers and Acquisitions Practice, James Choo from the Equity Capital Markets Practice, and Alvin Chia from the Banking and Finance Practice.

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Other recent matters that WongPartnership is or was involved in:

DESCRIPTION	PRACTICE AREAS
Acted in the acquisition by Borneo.io, a real-time data security pioneer backed by Vulcan Capital and Wavemaker Partners, of Spanish start-up, Pridatect, which offers privacy solutions for small and medium enterprises and with which Borneo.io seeks to expand its client base into Europe and Latin America.	Corporate/Mergers and Acquisitions WPGrow: Start-up / Venture Capital
Acted as Singapore counsel in the acquisition by the leading global investment firm, Francisco Partners, of healthcare data and analytics assets from IBM. The assets were formerly part of IBM's Watson Health business. The assets acquired by Francisco Partners include extensive and diverse data sets and products, including Health Insights, MarketScan, Clinical Development, Social Program Management, Micromedex, and imaging software offerings.	Corporate/Mergers and Acquisitions
Acted in the financing of the acquisition of, and the S$3 billion green loan syndicated financing of the project development at, 8 Shenton Way, with Perennial Shenton Property Pte. Ltd., as borrower. Mandated lead arrangers were DBS, OCBC, UOB, Bangkok Bank, Maybank, Shanghai Pudong Development Bank, China CITIC Bank and Hong Leong Finance Limited. DBS and OCBC were also the Green Loan Advisors. This financing is the largest syndicated green loan financing in Singapore to date.	Banking & Finance Corporate Real Estate
Acting in a derivative action commenced in the High Court of Singapore by a minority shareholder, Sun Hung Kai Capital Limited, in the name of the company (CMIG International Holding Pte. Ltd.) against the company's former directors.	Restructuring & Insolvency
Acted in the maiden blind-pool private equity fundraise of US$379 million (surpassing its original target of US$300 million) by Tower Capital Asia, a Singapore-based private equity firm, through the vehicle, Tower Capital PE Fund I, which comprises US$324 million in primary commitments and US$55 million in co-investment commitments.	Asset Management & Funds

DESCRIPTION	PRACTICE AREAS
Acted in the retail bond issuance by Frasers Property Limited of S$500 million five-year green notes due 2027 at 4.49 per cent under its S$5 billion multicurrency debt issuance programme. This is Singapore's first corporate green retail note offering, and second retail bond offering issued by its subsidiary, Frasers Property Treasury, and guaranteed by the group.	Debt Capital Markets
Acting in the application by an entity under Keppel Offshore and Marine for an injunction from the Singapore court to prohibit payment on a US$126.6 million standby letter of credit, amid a customer claim involving a rig contract.	Corporate and Commercial Disputes
Acting in the proposed acquisition by Ascendas Real Estate Investment Trust (**REIT**) of a cold storage logistics facility for S$191.9 million. The property, which is located at 1 Buroh Lane, is the REIT's first cold storage facility investment in Singapore.	Corporate Real Estate

RECEIVERSHIP

Receiver May Not Be Appointed Over Property Which Judgment Debtor Controls But Has No Equitable Interest In, Singapore High Court Clarifies

Authored by Partner Daniel Chan with contribution from Associate Lee Chang Jin

The General Division of the High Court (**High Court**) has, in *La Dolce Vita Fine Dining Co Ltd v Zhang Lan and others and another matter* [2022] SGHC 278 clarified that a receiver may not be appointed over property or assets in which the judgment debtor has no equitable interest, even where he may have effective control.

Our Comments

The High Court has discretionary power to order the appointment of a receiver by way of equitable execution to satisfy a judgment debt under paragraph 5(a) of the First Schedule to the Supreme Court of Judicature Act (Cap 322, 2020 Rev Ed) where it is just and convenient to do so. Such equitable enforcement is a useful tool where the more usual processes of enforcement or attachment of debts are ineffective. This could arise where the judgment debtor's interest in the asset is merely equitable, for example, where the judgment debtor beneficially owns assets held through multiple chains of individuals or corporate entities located in a variety of jurisdictions. An order for the appointment of a receiver does not confer any proprietary right transferring ownership of the asset in question to the receiver, but operates as an injunction restraining the judgment debtor from dealing with the asset to the prejudice of the judgment creditor.

The High Court in this case was posed the question whether effective or *de facto* control over assets which the judgment debtor did not have any equitable interest in would be sufficient grounds for the court to grant a receivership order. The High Court answered this in the negative.

The High Court's judgment clarifies the circumstances in which the court's power to order the appointment of a receiver may be invoked, as well as the factors relevant to the exercise of the court's discretion.

Background

The plaintiffs were the judgment creditors of the first defendant, second defendant and third defendant under two Hong Kong judgments (**HK Judgments**) which recognised and enforced two partial awards of damages for negligent misrepresentation rendered by the China International Economic and Trade Arbitration Commission.

The plaintiffs obtained orders to register the HK Judgments in Singapore (**Singapore Orders**). They then sought to enforce the Singapore Orders by the appointment of receivers over assets held in two bank accounts in the name of the fourth defendant (**Bank Accounts**). The fourth defendant was not a judgment debtor under the HK Judgments or the Singapore Orders.

The plaintiffs contended that it was just and equitable to appoint receivers over the Bank Accounts notwithstanding that the fourth defendant was not a judgment debtor because:

(a) the first defendant was the beneficial owner of the assets in the Bank Accounts by reason of a resulting trust; or, alternatively

(b) the first defendant exercised a level of control over the assets in the Bank Accounts tantamount to ownership.

The plaintiffs further argued that, as the first defendant's interest in the assets in the Bank Accounts was equitable, it was not feasible for them to commence garnishee or attachment proceedings as it was unclear whether the fourth defendant owed any debt in equity to the first defendant; nor would the assets in the Bank Accounts be liable to enforcement by way of writ of seizure and sale.

The first defendant claimed that she was no longer the beneficial owner of the assets in the Bank Accounts, having allegedly transferred her beneficial ownership of the same to the fourth defendant over seven years ago. The fourth defendant also argued that, if the first defendant did not have any equitable interest in the assets in the Bank Accounts, the High Court could not appoint receivers on the basis of the first defendant's alleged control over the assets.

The High Court's Decision

The High Court first considered the question whether, in law, a receiver may be appointed over property in which the judgment debtor has no equitable interest, but does have effective control of. It answered the question in the negative.

A receiver may not be appointed over property in which the judgment debtor has no equitable interest, even if he has effective control

The High Court held that, while effective control may be evidence of an equitable interest, a receiver may not be appointed over property where the judgment debtor has no equitable interest, and has no enforceable right in relation to it that a receiver upon appointment may exercise in the judgment debtor's stead.

The High Court reasoned that the distinction between a judgment debtor's rights in respect of assets and mere *de facto* control of those assets is a principled one. A receiver is appointed to stand in the place of the debtor and do those things which the debtor should, as a matter of good conscience, have done to satisfy the judgment debt. This cannot, however, extend to matters requiring the cooperation of a third party not bound to obey the debtor. Without the right to do so, an appointed receiver cannot compel compliance with any instruction he may give in place of the debtor, and the third party will be free to withhold cooperation. Thus, while equity presumes that what ought to be done is done, equity does not act in vain.

The first defendant beneficially owned the moneys in the Bank Accounts

Notwithstanding the above, the High Court found, on the evidence before it, that the plaintiffs had proven on a balance of probabilities that the assets in the Bank Accounts belonged beneficially to the first defendant, and that it was just and convenient for receivers to be appointed in aid of satisfaction of the judgments for the following reasons:

(a) The class of assets, namely moneys held in the Bank Accounts, was property that was amenable to execution at law if the Bank Accounts had been in the name of the first defendant.

(b) The fact that the moneys were owned beneficially by the first defendant but were not in her name raised an obvious difficulty in using execution processes at law such as a garnishee or attachment order.

(c) The appointment of receivers over the Bank Accounts would enable recourse by the plaintiffs to those moneys to satisfy the judgments in a manner that was cost-effective and not unduly burdensome.

In the circumstances, the High Court ordered the appointment of receivers of the Bank Accounts.

Concluding Observations

It is implicit in the High Court's reasoning that judgments ought to be complied with and if necessary enforced. Where there is no other obvious, practical or realistic means of enforcing a judgment and there is a prospect that the appointment of receivers would be effective, such an equitable appointment of receivers may be found to be just and convenient. However, the ambit of the High Court's power to appoint a receiver does not extend to assets which a judgment debtor controls but has no equitable interest in.

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EMPLOYMENT

No Implied Term of Mutual Trust and Confidence Which Includes Employer's Duty to Comply With Internal Policies, Singapore High Court Rules

Authored by Partners Jenny Tsin and Vivien Yui with contribution from Senior Associate Samuel Yap

The General Division of the Singapore High Court (**High Court**) has found that, even assuming (without deciding) that an implied term of mutual trust and confidence (**ITMTC**) exists in Singapore, the ITMTC should not in any event include a contractual duty on the part of an employer to comply with its internal policies: *Kallivalap Praveen Nair v Glaxosmithkline Consumer Healthcare Pte Ltd* [2022] SGHC 261.

Our Comments

The status of an ITMTC in Singapore is presently unsettled. While earlier High Court decisions appear to endorse the presence of an implied term of mutual trust and confidence and fidelity in an employment contract (see *Cheah Peng Hock v Luzhou Bio-Chem Technology Ltd* [2013] 2 SLR 577), the Singapore courts in subsequent cases (most recently, in *Dong Wei v Shell Eastern Trading (Pte) Ltd and another* [2022] SGHC(A) 8) expressly noted that the Singapore position on the existence of such an implied term has been left open.

In the present case, the High Court declined to rule on the general issue of whether such an implied term exists in law. Instead, it focused on the *specific content* of the ITMTC that was pleaded in the case, *viz*, that an employer is contractually obligated to comply with its internal policies.

Having reframed the inquiry and confining itself to the contents of the ITMTC as pleaded, the High Court had little difficulty in finding that such a term should not be implied in law for the significant uncertainties it would introduce. In the round, the question whether an ITMTC exists in Singapore therefore remains uncertain.

This update takes a look at the High Court's decision.

Background

The facts relevant to the issues canvassed in this update are summarised below.

The plaintiff former employee (**Employee**) brought an action against Glaxosmithkline Consumer Healthcare Pte Ltd (**GSK**), his former employer, for breach of his employment agreement with GSK (**Employment Agreement**). The Employee claimed, among other things, that GSK had discriminated against him and caused him to lose the opportunity to secure roles in GSK and another company.

The Employment Agreement included a letter of appointment (**LOA**) entered into between GSK and the Employee. Clause 5.2 of the LOA provided that the Employee must comply with all existing policies of the GSK group of companies applicable to the Employee (**Policies**), which included the following:

(a) Code of Conduct;

(b) Policy on Equal and Inclusive Treatment of Employees;

(c) Policy on Non-retaliation and Safeguarding Individuals who report Significant Misconduct;

(d) Redundancy policies;

(e) General Bonus Plan Rules;

(f) Global Long-Term Incentive Delivery documents, including:

(i) the Long-Term Incentive Guide Incentive Guide on Share Value Plan entitlements for Grades 4 – 6;

(ii) the Information on the Change in timing of the SVP awards 2012 – 2019; and

(iii) the Share Value Plan Leaver Rules;

(g) GSK Singapore Health & Wellbeing Handbook; and

(h) GSK's Employee Handbook.

The Employee contended, among other things, that:

(a) the Employment Agreement:

(i) Expressly obliged GSK to comply with the Policies; or, alternatively

(ii) Contained an ITMTC, implied in fact or in law, which required both GSK and the Employee to comply with all the Policies, known or unknown (**Pleaded ITMTC**); and

(b) GSK breached the Policies.

The High Court's Decision

The High Court Judge dismissed the Employee's claims against GSK, finding that GSK had no express obligation to comply with the Policies and that, even if an ITMTC exists in Singapore, the ITMTC should not in any case include a contractual duty on the part of an employer to comply with its internal policies.

No express obligation on GSK to comply with Policies

The High Court Judge found, on the plain wording of clause 5.2 of the LOA, that the Employment Agreement expressly obliged only the Employee to comply with the Policies, and that nothing in clause 5.2 obliged GSK as employer to comply with the Policies.

He therefore found that the Employment Agreement did not expressly impose any obligation on GSK to comply with the Policies.

No ITMTC requiring GSK's compliance with Policies

Applying the test for implying a term in fact as set out in *Sembcorp Marine Ltd v PPL Holdings Pte Ltd* [2013] 4 SLR 193, the High Court Judge found that the Employee had not shown that the Pleaded ITMTC was implied on the facts of the case:

(a) The Pleaded ITMTC was not necessary to give efficacy to the Employment Agreement. Even if GSK employees expected GSK to comply with its own policies, that "*[did] not make it a business or commercial necessity such that it should be contractually part of the [Employment Agreement]*".

(b) As GSK had, in the LOA, expressly limited the obligation of complying with Policies to be on the employee and not GSK itself, it was not apparent that GSK as an entity would have readily concurred if it was put to GSK that the Pleaded ITMTC was part of the Employment Agreement.

The High Court Judge also declined to imply the Pleaded ITMTC in law.

He considered it inappropriate, by implying in law a term of mutual trust and confidence, to lay down a contractual obligation for a company to comply with all of its policies. This was for several reasons.

First, the High Court Judge noted that the content of the Pleaded ITMTC is not something that has been held to be part of the ITMTC. Indeed, counsel for the Employee confirmed that he had not found any precedent where an ITMTC to the effect that a company has to comply with its policies, has been accepted by the courts.

Secondly, the High Court Judge took the view that the Pleaded ITMTC, if accepted, would be a precedent for companies to be contractually bound by their own policies, with "*very broad and far reaching*" consequences and would introduce uncertainty at two levels:

(a) **Uncertainty as to what comprises GSK's policies and their binding nature**: The High Court Judge observed that not all of the content or clauses in GSK's company policies were traversed during the trial. Only the Policies and particular clauses of the Policies that were relied on for the Employee's action were mentioned. There remained a large body of GSK's documents which were neither identified nor discussed (**unknown GSK documents**) and of which the legal status was unclear. For example, there were documents titled "Guidance" or "Best Practices", but which the Employee submitted were nevertheless contractually binding policies despite how they were framed. The High Court Judge rejected the Employee's submission that GSK should nevertheless be bound by the unknown GSK documents on the ground that it knew what those other documents were. Even if it could be ascertained which of the unknown GSK documents were to be regarded as policies, it was unclear which part of those policies should be considered contractually binding under the Pleaded ITMTC - many of the statements in the Policies were phrased as aspirational statements and did not appear to give employees a contractual right to sue. And, in any case, the High Court Judge noted that words such as "must" and "should" in aspirational documents did not necessarily indicate an intention to impose contractual obligations.

(b) **Uncertainty in relation to other companies / entities**: The High Court Judge also pointed out that:

(i) Many companies, like GSK, include aspirational statements in their internal documents, which could include documents on company values. While such statements (commendably) set high standards for companies to strive towards, they are often included before the companies have attained those standards. It is therefore unlikely that the companies view such aspirational statements as contractual obligations when they were crafted. It is also unclear whether companies would be discouraged from including such aspirational statements and goals in their policies if they are regarded as contractual obligations, or if they are considered contractually binding simply because of the use of "*some mandatory language*".

(ii) Given the consequences which flow from the Pleaded ITMTC, a court hearing involving a private dispute between a company and its employee might not be the best "*modality*" to determine whether internal policies of other companies should be part of their contractual

obligations with their employees. The High Court Judge noted that the Pleaded ITMTC would "*intrude a common law policy choice of broad and uncertain scope into an area of frequent, detailed and often contentious legislative activity*" (see *Commonwealth Bank of Australia v Barker* (2014) 312 ALR 356) and that it would be "*impermissible for the courts to arrogate to themselves legislative powers*" or become "*mini-legislatures*" (see *Lim Meng Suang and another v Attorney-General and another appeal and another matter* [2015] 1 SLR 26).

(iii) A ruling that such policies have contractual force could have widespread implications on the employer-employee dynamic in Singapore, raising many unanswered questions and uncertainties. These include, e.g., the implications if employers have to re-frame policies to limit unintended legal exposure, the legal effects of internal policies not disseminated to employees, the person(s) whose breach would suffice to constitute a breach on the employer's part in relation to the broad range of policies, the attributability of an employee's breach of the employer's policies to the employer, etc.

(iv) There was no evidence of the content of other companies' internal policies, and whether it would be appropriate for such policies to be treated as part of the companies' contractual obligations with their employees, which would be the inevitable result if the Pleaded ITMTC were to be implied by law.

In the circumstances, even assuming (without deciding) that the ITMTC exists in Singapore, the High Court Judge found that the Pleaded ITMTC is not part of Singapore law.

For the above (and other) reasons, the Employee's case was dismissed.

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CONSTRUCTION

Singapore Appellate Division Clarifies Ambit of *Force Majeure* Event Under Singapore Institute of Architects (SIA) Articles and Conditions of Building Contract

The Appellate Division of the Singapore High Court (**Appellate Division**) has given guidance on the scope of a *force majeure* event under the extension of time (**EOT**) provision of the Singapore Institute of Architects, Articles and Conditions of Building Contract (Lump Sum Contract) (9th Ed, September 2010) (**SIA Conditions**): *Ser Kim Koi v GTMS Construction Pte Ltd and others and another appeal* [2022] SGHC(A) 34.

Our Comments

The Appellate Division's decision provides welcome guidance on the interpretation of *force majeure* clauses in contracts, particularly for contracts which are absent any definition of the term "*force majeure*". This is particularly helpful to the construction industry, given that several local standard form contracts (including the SIA Conditions and the Public Sector Standard Conditions of Contract (PSSCOC)) contain no or sparse guidance on the definition of "*force majeure*".

Overall, while the Appellate Division has made significant observations that will provide contractors hope that courts / arbitrators will look favourably upon their EOT claims arising from the COVID-19 pandemic, the decision nonetheless signals the Singapore courts' adoption of a stricter approach to interpreting *force majeure* clauses. In other words, the Singapore courts are likely to remain cautious about simply construing all external events beyond parties' control as *force majeure* events.

It would thus remain in contracting parties' interests to consider defining the term "*force majeure*" to avoid any risk of such clauses being construed more narrowly than actually intended.

This update takes a look at the Appellate Division's decision.

Background

Mr Ser Kim Koi (**Mr Ser**) engaged a building contractor, GTMS Construction Pte Ltd (**GTMS**), to construct three bungalows. The contract between Mr Ser and GTMS incorporated the SIA Conditions.

During the course of the works, GTMS requested, and was granted by Mr Ser's architect, EOTs to complete the works.

The EOTs (**Power Supply EOTs**) were granted pursuant to clause 23 of the SIA Conditions on account of SP PowerGrid Ltd's (**SPPG**) late notice of the requirement to install an overground distribution box (**OG Box**) and a delay by SPPG in connecting the main incoming power supply.

The architect raised a total of 26 interim payment certificates, of which only 24 were paid by Mr Ser.

GTMS and the architect eventually brought proceedings against Mr Ser, claiming unpaid sums under their respective contracts with him.

Mr Ser, in turn, brought a number of counterclaims against GTMS and the architect, alleging, among other things, that the Power Supply EOTs had been improperly granted.

The judge at first instance granted GTMS's claims against Mr Ser and dismissed the majority of Mr Ser's counterclaims. The judge found, among other things, that:

(a) The Power Supply EOTs had been properly granted pursuant to clause 23 of the SIA Conditions as SPPG, the entity responsible for the installation of electricity works, had delayed the power connection; and

(b) The delay on SPPG's part amounted to a *force majeure* event within the meaning of clause 23(1)(a) of the SIA Conditions (**Clause 23(1)(a)**), which justified the grant of the Power Supply EOTs.

On appeal to the Appellate Division, Mr Ser maintained his claim that the Power Supply EOTs had been improperly granted by the architect. GTMS and the architect countered that SPPG's delay in arranging the power connection constituted a *force majeure* event under Clause 23(1)(a).

The Appellate Division's Decision

The Appellate Division found that SPPG's delay did not constitute a *force majeure* event within the meaning of Clause 23(1)(a).

Clause 23(1)(a) provides as follows:

> The Contract Period and the Date of Completion may be extended and re-calculated, subject to compliance by the Contractor with the requirements of the next following sub-clause, by such further periods and until such further dates as may reasonably reflect any delay in completion which, notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid or reduce the same, has been caused by:
>
> (a) Force Majeure

The expression "Force Majeure" is undefined in the SIA Conditions.

In arriving at its determination, the Appellate Division therefore took the opportunity to consider the meaning of "Force Majeure" as used in Clause 23(1)(a).

Meaning of "Force Majeure" under Clause 23(1)(a)

The Appellate Division was of the view that:

(a) The essence of a *force majeure* event is a radical event that prevents the performance of the relevant obligation (and not merely making it more onerous), and which is due to circumstances beyond the parties' control; and

(b) The phase "*force majeure*" would cover only those events or circumstances which were generally not, at the time the contract was entered into, contemplated or expected to or which might reasonably have been foreseen to occur during the performance of the contract.

Significantly, the Appellate Division observed some examples of the radical external events and circumstances referred to in (a) above. They include the COVID-19 pandemic and the "lock-down" that followed over much of 2020 and 2021, the shortage of labour and materials due to the COVID-19 pandemic lockdowns, the prohibition of travel between countries and the ensuing disruption of supplies and manufacture of goods and materials.

The Appellate Division also highlighted that many of the events and circumstances set out in clauses 23(1)(b) to (e) of the SIA Conditions could fall within the meaning of *force majeure* events, but given that they have been separately identified in succeeding paragraphs of clause 23(1), the expression "Force Majeure" in Clause 23(1)(a) covers only those *force majeure* events and circumstances other than those set out in clauses 23(1)(b) to (e).

SPPG's delay did not give rise to a "force majeure" event

The Appellate Division found that the Power Supply EOTs were not validly granted pursuant to Clause 23(1)(a).

It took the view that SPPG's requirement for an OG Box was not a *force majeure* event within the meaning of Clause 23(1)(a) for the following reasons:

(a) It did not amount to such a radical event that was beyond the contemplation or control of the parties or something unforeseen to occur during the performance of the contract. It did not belong to the same category or types of events set out in clauses 23(1)(a) to (e) of the SIA Conditions. It is common knowledge in the building and construction industry (and, indeed, general knowledge) that a dwelling must be connected to the electrical grid to enable it to draw its electricity. Further, it is not uncommon to use OG boxes for housing estates with landed properties, including Mr Ser's three adjacent bungalows.

(b) It is also common knowledge that how one draws such electricity from the grid is within the sole purview and requirements of SPPG.

That said, the Appellate Division held that SPPG's requirement for an OG Box fell within a "statutory obligation" under clause 7 and clauses 23(1)(f) and/or (o) of the SIA Conditions, which specifically provide for an EOT in such an event. It took the view that GTMS had been entitled to apply for an EOT under clauses 23(1)(f) and/or (o) of the SIA Conditions – i.e. compliance with an order of a statutory undertaker (SPPG) with jurisdiction over the systems to which GTMS' works were to be connected (the power grid).

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LEGAL HIGHLIGHTS

NOVEMBER 2022	
17 November 2022	**Guidelines to Notice SFA04-N16 on Execution of Customers' Orders** The MAS has amended its Guidelines to MAS Notice SFA 04-N16 on Execution of Customers' Orders to introduce a new section on payment for order flow (**PFOF**) arrangements – which refer to commission or other payments that a broker receives in return for routing its customers' orders to another broker or counterparty. The new section in the guidelines makes it clear that a Capital Markets Services licence holder for dealing in capital markets products should not receive PFOF when placing and/or executing its customers' orders as it introduces conflicts of interests and is likely to cause harm to customers. PFOF arrangements came under the spotlight following the GameStop saga in early 2021 and these amendments now make clear the MAS' stance towards such arrangements. Do note however that the new section in the guidelines relating to PFOF arrangements will come into force only on 1 April 2023. **Related information**: Guidelines to Notice SFA04-N16 on Execution of Customers' Orders **Contact our Partners**: Elaine Chan | Rosabel Ng | Chan Jia Hui | Tian Sion Yoong
OCTOBER 2022	
21 October 2022	**Consultation Paper on Proposed Amendments to Restrictions on Personal Payment Accounts that Contain E-Money** The MAS issued a consultation paper on "Proposed Amendments to Restrictions on Personal Payment Accounts that Contain E-Money" on 18 October 2022. The proposed amendments would raise the existing stock cap (from S$5,000 to S$20,000) and flow cap (from S$30,000 to S$100,000) applicable to personal payment accounts that contain e-money (**e-wallets**) which are issued by Major Payment Institutions. The proposed amendments are intended to facilitate greater customer convenience and innovation in the e-payments landscape. However, the MAS has also noted that the proposed increase in these caps could also magnify any potential losses incurred through scams that involve e-wallets – as such, e-wallet issuers should take this risk into account and assess if their anti-scam controls should be strengthened. The MAS has also indicated that it will continue to work closely with the industry to ensure that industry players implement robust anti-scam controls that are commensurate with their business and risk profiles. **Related information**: Consultation Paper on Proposed Amendments to Restrictions on Personal Payment Accounts that Contain E-Money **Contact our Partners**: Elaine Chan | Rosabel Ng | Chan Jia Hui | Tian Sion Yoong

OTHER UPDATES

DATE	TITLE
17 November 2022	Singapore High Court Sets Out Revised Sentencing Framework for Private Sector Corruption Offences Under Sections 6(a) and (b) of Prevention of Corruption Act
10 November 2022	Data Protection Quarterly Updates (July – September 2022)
7 November 2022	Singapore High Court Rules That NFTs Constitute Property For Purposes Of Injunction
1 November 2022	SGX RegCo – Public Consultation on Changes to Listing Rules regarding Long-Serving Independent Directors (IDs) and Specific Remuneration Disclosures
19 October 2022	Singapore High Court Gives Further Guidance on Key Provisions in 2020 Revised Edition of SOPA

RECENT AUTHORSHIPS

DATE	AUTHORSHIPS	CONTRIBUTORS / PARTNERS
5 December 2022	The Legal 500: Real Estate Country Comparative Guide 2022 (Singapore)	Monica Yip | Dorothy Marie Ng
15 November 2022	Thomson Reuters Regulatory Intelligence: Insurance Guide - Singapore Chapter	Hui Choon Yuen | Dominic Chee
9 November 2022	The Insolvency Review, 10th Edition - Singapore Chapter	Stephanie Yeo | Clayton Chong | Eden Li
13 October 2022	The Private Wealth and Private Client Review (11th Edition) - Singapore Chapter	Sim Bock Eng | Aw Wen Ni | Alvin Lim
10 October 2022	Getting The Deal Through - Private Mergers & Acquisitions 2023 - Singapore Chapter	Teo Hsiao-Huey | Soong Wen E
5 October 2022	Global Investigations Review: The Asia-Pacific Investigations Review 2023 - Singapore Chapter	Joy Tan | Jenny Tsin | Ong Pei Chin

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