



DM7 | ASIA PROJECT AGREEMENT RISK MANAGEMENT

MONTHLY STRATEGIC RISK DIGEST

Construction Incidents & Accidents in Asia

Edition: 1 August 2026 | Published by: RXM Advisory Pte Ltd | 7th Edition

Three more pre-signing legal risks: what recent Asia incidents reveal about novel work methods, tender integrity, and multi-tier subcontracting

ABOUT THIS PUBLICATION

This publication is a monthly strategic risk digest prepared by RXM Advisory for construction and engineering companies operating across Asia. Each edition reviews recent incidents, identifies recurring pre-signing legal risks, and provides practical strategies to protect companies from unnecessary liability before and after project agreements are signed.

WHAT'S INSIDE THIS EDITION

- Executive Summary
- Monthly Risk Snapshot
- Notable Incidents — Asia
- Recurring Risk Themes
- Lessons Learned & Strategies
- Asserting Your Rights
- Recommended Actions

KEY RISK THEMES — JULY 2026

- Counterparty due diligence gaps
- Novel or unproven work methods
- Interface information asymmetry
- Multi-tier subcontracting risk
- Tender integrity & concealed records

Website

www.rxmadvisory.com

Email

michael@rxmadvisory.com

Phone

+65 9616 9848

EXECUTIVE SUMMARY

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01

Recent construction incidents across Asia show that pre-signing blind spots — unverified counterparty records, untested work methods, and incomplete interface information — can create severe liability after an accident.

02

This edition reviews three 2026 incidents — a fatal fire inquiry in Hong Kong (168 deaths), a crane-dismantling accident in Japan (4 deaths), and a fatal strike at a Singapore MRT worksite — each exposing a distinct pre-signing failure.

03

Three recurring pre-signing risks are identified: treating counterparty track records as someone else's problem, accepting novel methods without independent verification, and accepting exclusion-zone duties without full upstream information.

04

Three strategies are recommended: make counterparty due diligence a signing condition, require independent verification before accepting responsibility for novel methods, and tie interface duties to a right to receive full upstream information.

05

When reasonable claims are refused, a structured three-step response protocol is recommended: anchor the claim to a documented information gap, demand written reasons for refusal, and escalate promptly through the contractual hierarchy.

MONTHLY RISK SNAPSHOT — JULY 2026

INCIDENTS REVIEWED

3

Hong Kong, Japan, Singapore

FATALITIES REPORTED

175+

Across the three cases

JURISDICTIONS

3

Hong Kong SAR, Japan, Singapore

NOTABLE INCIDENTS — ASIA | 2026

The following three incidents were reviewed for this edition, selected on the basis of their legal, commercial, and contractual significance for companies operating across Asia. Each case illustrates a distinct pre-signing blind spot that became a liability driver after the event.

01

Hong Kong Wang Fuk Court Fire Inquiry Hears Submissions on Tender Fraud and Concealed Contractor History

Jurisdiction: Hong Kong SAR | July 2026 | Inquiry in progress; criminal charges filed

INCIDENT SUMMARY

In closing submissions to an independent inquiry into the November 2025 fire that killed 168 people at the Wang Fuk Court estate in Tai Po, lead counsel to the commission submitted that substandard renovation work and lax regulatory oversight turned a small blaze into a catastrophe. Counsel told the inquiry that non-fire-retardant scaffolding netting was very likely a key reason the fire spread rapidly, and alleged that the main contractor and its consultant cut corners on materials and workmanship while deceiving regulators and homeowners, including through what counsel described as rubber-stamped compliance inspections. The inquiry, led by a High Court judge, is expected to issue its own findings separately.

The inquiry also heard evidence of alleged bid-rigging: authorities allege the main contractor and certain individuals conspired to defraud apartment owners by concealing the contractor's previous litigation record and inflating its tender evaluation score, which allegedly led to it winning a renovation contract worth more than US\$38 million. Seven individuals and both companies have since been charged with offences including manslaughter and conspiracy to defraud; those charges remain to be proven in court.

KEY LEGAL LESSON

A counterparty's litigation history, prior safety record, and tender representations are not administrative details to be taken on trust. Where a company signs a multi-party appointment without independently verifying the other side's track record, it may later find itself contractually and reputationally bound to a party whose conduct triggers criminal and civil exposure for everyone in the chain.

02**Fatal Kawasaki Crane-Dismantling Accident During a First-Time Method**

Jurisdiction: Japan | April 2026 | Police investigation ongoing

INCIDENT SUMMARY

In April 2026, five workers fell around 30–35 metres when a roughly 400–500 tonne counterweight came loose during the dismantling of a large unloader crane at JFE Steel's East Japan Works in Kawasaki. Three workers died at the scene and a fourth body was recovered from the sea more than three months later; the cause of death was a traumatic cardiac rupture consistent with severe impact.

At a press conference a week after the accident, main contractor TOA Corporation acknowledged that the dismantling technique used — placing heavy machinery on top of the counterweight to excavate concrete from inside it while the counterweight remained suspended at height — was a method the company was applying for the first time. Police searched the offices of both TOA and its subcontractor Besterra on suspicion of professional negligence resulting in death, and the investigation into the cause, including the adequacy of risk assessment for the untested method, was continuing as of July 2026.

KEY LEGAL LESSON

Accepting responsibility for executing a novel or unproven work method without insisting on an independent, documented buildability and risk review beforehand leaves both the main contractor and its subcontractors exposed when something goes wrong with a technique that has not been tested at that scale.

03**Fatal Strike by Temporary Concrete Section at Singapore Cross Island Line Worksite**

Jurisdiction: Singapore | May 2026 | MOM and LTA stop-work order issued

INCIDENT SUMMARY

On 14 May 2026, a 23-year-old worker died after being struck by a temporary concrete section during hacking works at the future Turf City MRT station worksite in Bukit Timah, part of the Cross Island Line project. The worker, employed by a subcontractor, Koh Kock Leong Construction, under the main joint-venture contractor, was acting as a banksman guiding an excavator that was removing concrete beneath a concrete deck when the section struck him. The Land Transport Authority and the Ministry of Manpower ordered excavation works at the site to stop pending investigation.

This incident illustrates a recurring interface problem in multi-tier subcontracting on public infrastructure projects: the subcontractor's banksman was responsible for keeping people out of the danger zone during a hacking sequence designed and sequenced by others further up the chain. When something in that sequence fails — whether a design assumption about the concrete section's stability or the exclusion-zone boundary itself — the subcontractor closest to the hazard, and its employer, are usually first in the line of both regulatory and civil scrutiny.

KEY LEGAL LESSON

A subcontract that assigns exclusion-zone control and banksman duties without also requiring the main contractor to share the underlying method statement, sequencing logic, and structural assumptions leaves the subcontractor managing a risk it did not fully design and cannot fully verify.

Sources: see References section. Key reports:

- Los Angeles Times / Caixin Global (Hong Kong Wang Fuk Court fire inquiry)
- The Japan Times / Vertikal Press / Yomiuri Shimbun (Kawasaki crane-dismantling accident)
- The Straits Times / Channel NewsAsia (Singapore Cross Island Line fatality)

RECURRING RISK THEMES | PRE-SIGNING BLIND SPOTS

Three legal risks recur across these incidents and warrant leadership attention before any agreement is signed. Each risk arises from a decision to accept responsibility without first verifying the counterparty, the method, or the information underlying the work.

Treating a Counterparty's Track Record and Tender Representations as Someone Else's Problem

R1

Companies frequently sign appointments, joint ventures, or subcontracts on the assumption that pre-qualification, tender evaluation, and background checks were properly done by someone else in the chain. The Wang Fuk Court case shows that a concealed litigation history and a manipulated tender score can sit undetected for years, only to surface after a catastrophic loss — at which point every party in the contractual chain, not just the party that concealed the information, faces scrutiny.

Accepting Novel or First-Time Methods Without an Independent Buildability Check

R2

When a contractor proposes a new technique, sequence, or piece of temporary works that has not been used on a similar scale before, counterparties often accept the method statement without commissioning an independent review or requiring a documented trial. The Kawasaki case shows that a first-time method carried out under marginal conditions can fail catastrophically, and that the absence of an independent check becomes a central issue in any subsequent criminal investigation.

Accepting Exclusion-Zone or Interface Duties Without Full Upstream Information

R3

On multi-tier projects, subcontractors are routinely made responsible for safety at the point of highest visible risk — guiding equipment, maintaining exclusion zones, or supervising hacking and demolition — without being given the design assumptions, structural calculations, or full method statement behind the sequence they are policing. The Cross Island Line incident shows how quickly that gap can turn a subcontractor's field role into the centre of a fatal-accident investigation.

LESSONS LEARNED & STRATEGIES

Three strategies that could have avoided unnecessary liability in the cases reviewed above. Each strategy addresses a specific information or verification gap that was commercially ignored before signing.

Strategy 1 — Make Counterparty Due Diligence a Signing Condition, Not an Afterthought

S1

Before signing a joint venture, main contract, or significant subcontract, obtain and independently verify the counterparty's litigation history, regulatory record, and the basis of any tender score or pre-qualification result. Build a contractual right to terminate or renegotiate if concealment or misrepresentation is later discovered, so the company is not locked into a relationship built on false information.

Strategy 2 — Require Independent Verification Before Accepting Responsibility for Novel Methods

S2

Where a method statement involves a technique, load path, or sequence that has not been proven at comparable scale, insist on an independent engineering review, a documented trial where practicable, and clear, objective stop-work thresholds written directly into the method statement and the contract, not left to informal site judgment.

Strategy 3 — Tie Interface and Exclusion-Zone Duties to a Right to Receive Full Upstream Information

S3

Any clause assigning exclusion-zone control, banksman duties, or similar interface responsibility should be matched with an express right to receive the relevant method statement, sequencing plan, and structural or design assumptions before the work begins, together with a right to pause work if that information is incomplete or inconsistent with site conditions.

ASSERTING YOUR RIGHTS | RESPONSE PROTOCOL

Three steps to demand your rights when a reasonable claim is refused or a safety-related restart is blocked by an approving authority. Each step is designed to create a contemporaneous record that can be used in later adjudication, arbitration, or litigation.

01

Step 1 — Anchor the Claim to a Specific, Documented Information or Verification Gap

Where a claim arises from an accident or stoppage, tie it precisely to the missing due diligence, missing independent verification, or missing upstream information that caused or contributed to the event, rather than framing it as a general complaint about project difficulty.

02

Step 2 — Put the Refusal and Its Stated Reasons in Writing

If a main contractor, employer, or approving authority refuses a reasonable request for information, an independent review, or compensation following a stoppage, ask for written reasons immediately and, failing that, issue the company's own written record of what was requested, what was refused, and when.

03

Step 3 — Escalate Promptly Through the Contractual Hierarchy

If the refusal stands, move quickly to the next available forum — senior management review, dispute board, statutory adjudication, arbitration, or litigation — while carefully tracking notice periods and condition precedents, since delay is one of the most common reasons an otherwise valid claim is later defeated.

RECOMMENDED ACTIONS | LEADERSHIP DISTRIBUTION

The following actions are recommended for immediate communication to project teams, contract managers, and commercial leadership. Each action can be implemented without disrupting existing business relationships.

ACTION 1 - Verify counterparty track record before signing

Verify a prospective joint-venture partner, main contractor, or key subcontractor's litigation and compliance history before signing, and include a right to exit or renegotiate if concealment is later found.

ACTION 2 - Require independent review for novel methods

Never accept a novel or first-time method statement without an independent buildability and risk review, plus written, objective stop-work thresholds.

ACTION 3 - Secure upstream information rights for interface duties

Before accepting exclusion-zone, banksman, or similar interface duties, secure a contractual right to the full method statement and sequencing information behind the task, and the right to pause if it is missing.

HOW RXM ADVISORY CAN ASSIST

BEFORE EXECUTION

Structure due diligence on prospective joint-venture partners, main contractors, and key subcontractors before signature, including reviewing tender documentation and litigation history checks, so that contractual commitments are not made on the

DURING DELIVERY

Review method statements for novel or first-time techniques, structure independent verification requirements and objective stop-work triggers, and draft information-sharing and pause rights for parties responsible for exclusion zones or interface risk.

AFTER AN INCIDENT

Analyse the contractual chain, the adequacy of pre-signing due diligence, and the availability of remedies against parties whose concealment, unverified methods, or withheld information contributed to the loss.

basis of concealed or
misrepresented information.

To arrange a consultation or a contract risk review, contact RXM Advisory Pte Ltd at michael@rxmadvisory.com or +65 9616 9848.

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建筑事故与意外 — 亚洲

签约前又一批被忽视的三类法律风险：亚洲近期事故揭示的创新工法、招标诚信与多层分包问题

一. 现实案例：三宗事故说明签约前的盲点如何在事故后转化为责任

01

案例一 — 香港宏福苑大火调查聊讯招标舞弊及被隐瞒承包商记录的指控 (2026)

司法管辖区: 香港特别行政区 | 2026 年 7 月 | 调查进行中; 已提控

事故概要

针对2025年11月发生于大埔宏福苑、造成168人死亡的大火，独立调查委员会的主任大律师在结案陈词中指出，次等的翻新工程质素及宽松的监管，是小火演变成灾难的原因。大律师向委员会表示，非防火棚网很可能是火势迅速蔓延的关键原因，并指控总承包商及其顾问在物料和施工质量上偷工减料，同时向监管机构及业主作出误导性陈述，包括大律师所形容的“盖橡皮图章式”合规检查。该调查委员会由高等法院法官主持，预计将另行发表其调查结果及建议。

调查同时聊讯了有关围标的指控：当局指控总承包商及若干人士串谋诈骗业主，隐瞒该总承包商过往的诉讼记录，并在招标评核中人为提高其分数，据指控这使其最终中标一份价值超过3800万美元的翻新工程合同。事后，七名人士连同两家公司已被检控误杀及串谋诈骗等罪名，惟有关指控仍有待法庭审理确定。

关键法律教训

交易对手的诉讼记录、过往安全表现及招标陈述，并非可以单凭信任接受的行政细节。若企业在签署涉及多方的任命合同前，没有独立核实对方的往绩记录，日后可能会发现自己在合同和声誉上，都与一个其行为足以令整条合同链所有各方陷入刑事及民事责任的对手方绑定在一起。

02

案例二 — 日本州崎首次采用新工法拆除塔吊酿致命事故 (2026)

司法管辖区: 日本 | 2026 年 4 月 | 警方调查进行中

事故概要

2026年4月，在JFE Steel位于州崎的东日本制铁所，一台大型卸货起重机在拆卸过程中，一个约400至500吨的配重块松脱，导致5名工人从约30至35米高处坠落。3人当场死亡，第4具遗体在三个多月后于海中寻获；法医鉴定其死因为符合强烈撞击的外伤性心脏破裂。

事故发生一周后，总承包商东亚建设工业在记者会上承认，当时采用的拆解方式——在配重块仍悬吊于高空时，将重型机械置于其上方以挖掘内部混凝土——是该公司首次采用的工法。警方已以涉嫌业务上过失致死为由，搜查总承包商东亚建设工业及其分包商Besterra的办公室，截至2026年7月，对事故原因（包括该未经验证工法的风险评估是否充分）的调查仍在进行中。

关键法律教训

若企业在未坚持先进行独立、书面的可建造性及风险评估审查的情况下，就承担执行一种全新或未经验证施工方法的责任，一旦这种在该规模下从未测试过的技术出现问题，总承包商及其分包商都会同时暴露于责任之下。

03

案例三 — 新加坡跨岛线工地临时混凝土构件击中工人致死 (2026)

司法管辖区: 新加坡 | 2026 年5月 | MOM及LTA发出停工令

事故概要

2026年5月14日，一名23岁工人在跨岛线（Cross Island Line）武吉知马段拟建的车城地铁站工地，于凿除混凝土工序中被一块临时混凝土构件击中身亡。该工人受雇于总承包联营体旗下的分包商高国龙建筑（Koh Kock Leong Construction），当时担任指挥员，负责引导正在拆除混凝土板下方混凝土的挖掘机；构件击中他后，陆路交通管理局及人力部下令该工地暂停挖掘工程，以待调查。

这宗事故反映出公共基建项目多层分包中一个反复出现的接口问题：分包商的指挥员负责在由更上游各方设计和排序的凿除工序中，阻止人员进入危险区域。一旦该工序中任何一环出现问题——无论是对混凝土构件稳定性的设计假设，还是隔离区边界本身——距离危险最近的分包商及其雇主，通常会最先面对监管和民事方面的审视。

关键法律教训

若分包合同只赋予分包商隔离区管理及指挥员职责，却没有同时要求总承包商提供相关的方法说明书、工序排序逻辑及结构假设，分包商实际上是在管理一项自己无法完全设计、也无法完全核实的风险。

二. 许多公司在签约前仍会忽略的三类法律风险**把交易对手的往绩记录和招标陈述当作与自己无关的事****R1**

许多公司在签署任命合同、合资协议或分包合同时，默认认为资格预审、招标评核及背景调查已由合同链中的其他方妥善完成。宏福苑案例说明，被隐瞒的诉讼记录和被操纵的招标分数可能多年不被发现，直到发生灾难性损失后才浮出水面——当时，不仅是隐瞒信息的一方，合同链上的每一方都可能面临审查。

接受全新或首次使用的工法，却没有独立的可建造性审查**R2**

当承包商提出一种未曾在类似规模上使用过的新技术、新工序或临时工程方案时，交易对手往往直接接受其方法说明书，而没有委托独立复核，也没有要求先行试验并作书面记录。川崎案例说明，在边际条件下执行的首次工法可能引发灾难性后果，而缺乏独立审查这一点，往往会成为后续刑事调查的核心问题。

接受隔离区或接口职责，却没有获得上游完整信息**R3**

在多层分包项目中，分包商经常被要求在风险最明显的环节——例如指挥设备、维持隔离区、监督凿除或拆除工序——承担安全责任，却没有获得支撑该工序的设计假设、结构计算或完整方法说明书。跨岛线事故显示，这种信息缺口可以在极短时间内，令分包商的现场角色成为致命事故调查的焦点。

三. 三项本可避免不必要责任的策略**策略一 — 将交易对手尽职调查列为签约条件，而非事后补救****S1**

在签署合资协议、主合同或重要分包合同前，应取得并独立核实交易对手的诉讼记录、监管往绩，以及任何招标分数或资格预审结果的依据。应在合同中订明：若日后发现隐瞒或失实陈述，企业有权终止或重新谈判合同，以避免被迫维持一段建立在虚假信息之上的合作关系。

策略二 — 在接受新工法责任前，要求先进行独立核实**S2**

若方法说明书涉及尚未在类似规模上得到验证的技术、载荷路径或工序，应坚持进行独立工程复核，并在可行情况下先行试验并作书面记录，同时把明确、客观的停工门槛（例如风速上限）直接写入方法说明书和合同，而不是留待现场临时判断。

策略三 — 将接口及隔离区职责与获取上游完整信息的权利挂钩**S3**

任何赋予隔离区管理、指挥员职责或类似接口责任的条款，都应同时配备明确权利，要求在工作开始前取得相关方法说明书、工序排序计划及结构或设计假设，并有权在相关信息不完整或与现场实际情况不符时暂停工作。

四. 当合理索赔不被允许时，可采取三项主张措施**步骤一 — 将索赔与具体、有记录的信息或核实缺口直接挂钩****01**

若索赔源于事故或停工，应将其精确地与导致或促成该事件的、缺失的尽职调查、缺失的独立核实或缺失的上游信息挂钩，而不是将其笼统地描述为对项目困难程度的一般性投诉。

步骤二 — 将拒绝决定及其理由要求以书面形式落实**02**

若总承包商、业主或批准机构拒绝就信息、独立复核或停工后的补偿提出的合理请求，应立即要求对方书面说明理由；若对方不愿提供，也应由企业自行发出书面记录，载明所提出的请求、被拒绝的内容及日期。

步骤三 — 及时按合同层级升级处理**03**

若拒绝决定维持不变，应尽快转向下一个可用的争议解决途径——管理层复核、争议审查委员会、法定裁决、仲裁或诉讼，同时仔细追踪通知期限及先决条件，因为拖延是导致本来成立的索赔最终败诉的最常见原因之一。

五. 可广泛分发给客户的三项实务建议**建议 1 签约前核实交易对手往绩**

在签约前核实拟合作的合资伙伴、总承包商或关键分包商的诉讼及合规记录，并订明若日后发现隐瞒情况，企业有权退出或重新谈判合同。

建议 2 对新工法要求独立审查

绝不在没有独立可建造性及风险审查、以及书面客观停工门槛的情况下，接受全新或首次使用的方法说明书。

建议 3 为接口职责争取上游信息权利

在接受隔离区管理、指挥员或类似接口职责前，先取得获取该工序完整方法说明书及排序信息的合同权利，并保留在信息缺失时暂停工作的权利。

六. RXM 如何协助

签署前

在签署前协助对拟合作的合资伙伴、总承包商及关键分包商进行尽职调查，包括审阅招标文件及核查诉讼记录，避免企业在被隐瞒或失实信息的基础上作出合同承诺。

执行阶段

协助审阅涉及新工法或首次使用技术的方法说明书，设计独立核实要求及客观停工触发条件，并为负责隔离区或接口风险的各方拟订信息共享及暂停工作的权利条款。

事故发生后

协助梳理合同链、评估签约前尽职调查是否充分，并分析针对因隐瞒、未经验证的工法或信息未披露而导致损失的一方，企业可采取的救济途径。

联系方式: michael@rxmadvisory.com | +65 9616 9848

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