

CLEARING AGREEMENT WITH ICE FUTURES SG MEMBER

THIS AGREEMENT IS MADE ON THE day of

BETWEEN

(A) KGI Securities (Singapore) Pte. Ltd., a company incorporated in Singapore and having its registered office at 4 Shenton Way #13-01, SGX Centre 2, Singapore 068807 ("**Company**") of the one part

AND

(B), holder of NRIC/Passport No. /a company incorporated in and having his/its residential address/registered office at ("**Customer**").

WHEREAS

- (a) The Company is a member of the ICE Futures Singapore Pte. Ltd. ("**IFSG**") and ICE Clear Singapore Pte. Ltd. ("**ICSG**") respectively.
- (b) The Customer is a customer of the Company and is currently applying membership of IFSG for access to trading on the ICE Platform (as defined in the rules of IFSG).
- (c) The rules of IFSG requires that all trades executed on the ICE Platform shall be cleared by ICSG through its clearing member and that an applicant for access to trading on the ICE Platform as a member must, at the time of its application, and at all times thereafter, be a party to a clearing agreement with a clearing member of ICSG.
- (d) The Customer has requested the Company to provide clearing services to the Customer if and as from the time IFSG admits the Customer to membership, and the Company has agreed to do so upon the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:-

1. Clearing Services

- 1.1 The Company shall, if and as from the time IFSG admits the Customer to membership, provide the requisite clearing services to the Customer in respect of the trades made by the Customer on the ICE Platform in accordance with the rules of IFSG and ICSG during the term of this Agreement.
- 1.2 In consideration of the above services provided by the Company, the Customer acknowledges and agrees that:-
 - (a) The Company acts as principal at all times in all the trades and contracts executed on IFSG and cleared through ICSG;
 - (b) The Customer has no claim of any nature against IFSG and/or ICSG, whether in tort, contract, restitution, in respect of any trades and contracts, pursuant to the rules of IFSG and ICSG, this Agreement, the agreement between the Company and ICSG or otherwise, save for any liability which by applicable law may not be excluded;
 - (c) The ICE Clear Singapore Customer-CM Transactions Standard Terms, as amended, as well such other terms and/or rules as may from time to time be prescribed by IFSG and ICSG shall be incorporated hereunder and prevail in the event of any inconsistency.

2. Fees

The Customer shall promptly pay the Company for its services hereunder in accordance with the rates as shall be specified by the Company from time to time or as shall be agreed between the parties hereto from time to time.

3. Duties of Customer

- 3.1 The Customer shall observe and comply with all the rules of IFSG and all applicable laws, regulations and regulatory requirements (as amended from time to time) and do all things necessary to facilitate the clearance of its trades through the Company.
- 3.2 The Customer shall also observe and comply with all terms and conditions in this Agreement governing the clearing arrangements and relationships, as well as any risk management measures such as trading limits and any other requirements or restrictions which the Company deems fit or necessary to impose from time to time.
- 3.3 Unless otherwise directed by the Company in writing, the Customer shall place all trades and contracts executed on IFSG on the Company's books. The Customer undertakes to be responsible for resolving immediately all unmatched trades.
- 3.4 The Customer shall submit such information to the Company as may be required by IFSG and/or ICSG or applicable regulatory authority which include but not limited to information on ownership and control of positions in the Customer's accounts maintained in the books of the Company.

4. Clearing by Other Clearing Members

In the event that for whatever reason the Company is suspended or expelled from ICSG for carrying out clearing activities, the Customer shall have no claim against the Company whatsoever in respect of or in connection with the Company's inability to clear the Customer's trades or in respect of the losses sustained by the Customer as a direct or indirect result of the Company's inability. The Company will make reasonable efforts to assist the Customer in engaging another clearing member of ICSG.

5. Collateral

The Customer shall provide to and maintain with the Company collaterals for such amount and in such forms including but not limited to cash, fixed deposits as the Company may from time to time in its discretion require as security for its services and the performance of the obligations of the Customer under this Agreement and the payment of all sums of money which are now or shall at any time be owing to the Company anywhere on any account whatsoever whether from the Customer solely or jointly with any person or persons.

6. General Lien

Any property belonging to the Customer or in which it has an interest held by the Company or any related corporation of the Company or carried in any account with the Company or its related corporation shall be subject to a general lien for the discharge of the Customer's obligations to the Company, wherever or however arising and without regard to whether or not the Company has made advances with respect to such property, and the Company is hereby authorised to utilise, offset, sell and/or purchase any and all such property without notice to satisfy such general lien if the Customer fails to fulfill its obligations hereunder. The Customer

agrees that such general lien shall not cease to exist in the Company's favour in the event that the Company shall deposit any of the property with any exchange, market, clearing house or other bodies.

7. Termination

- 7.1 The Company shall be entitled to immediately terminate this Agreement and liquidate all outstanding positions in the Customer's account(s) upon such terms and by such methods which the Company deems fit in the event that:
- (a) the Customer intends to suspend or terminate its IFSG membership or has its membership of IFSG suspended or terminated or is in any other way disabled from trading on the ICE Platform;
 - (b) there shall be any misrepresentation or material omission or inaccuracy in the information submitted by the Customer to the Company prior to the signing of this Agreement; or
 - (c) the Customer breaches any terms hereunder and if such breach is capable of being cured, fails to cure it within 7 days upon notice by the Company.
- 7.2 The Customer shall be entitled to terminate this Agreement by giving the Company 30 business days' prior written notice provided that no such termination shall take effect until the Company shall have been paid in full all amounts owing to it under or pursuant to this Agreement.
- 7.3 Upon termination of this Agreement, the Company shall in good faith take steps for the orderly cessation of the clearing of the Customer's trades and liquidation of any outstanding positions in the Customer's account(s) in accordance with the rules of IFSG and ICSG.
- 7.4 The termination of this Agreement shall not release either of the parties hereto from any breach or liability that shall have occurred or existed prior to such termination.

8. Rights of the Company

8.1 In the event of:-

- (a) the Customer failing to liquidate all outstanding positions upon the termination of this Agreement by either of the parties hereto;
- (b) the Customer failing to meet any margin requirement or breach any trading or position limits imposed by the Company or IFSG and/or ICSG or fulfil any of its obligations under this Agreement; or
- (c) the Company deeming it desirable for its or the Customer's protection including but not limited to an instance where a petition for bankruptcy or the appointment of a receiver is filed by or against the Customer, or an attachment is levied against the Customer's account(s) or any of the Customer's properties,

then without prejudice to the other rights and remedies of the Company, the Company may in its sole discretion and without notice to the Customer and act in good faith:

- (i) liquidate any or all of the Customer's positions at the Customer's sole risk;
- (ii) hedge and/or offset some or any of the Customer's positions at the Customer's sole risk;
- (iii) take and convert any deposits which the Customer may have with the Company;
- (iv) call upon any collateral security which may have been issued or furnished to the Company to secure the Customer's account(s);
- (v) combine, consolidate and set-off all the Customer's account(s); or
- (vi) sell, dispose or realise in any manner the Company deems fit anything including all property belonging to or deposited by the Customer and in the Company's possession or held by the Company and apply the proceeds thereof to extinguish or diminish the Customer's obligations towards the Company, including the payment of interest, commission and other costs and expenses.

- 8.2 Any action referred to in Clause 8.1 may be taken without demand for margin or additional margin, notice of disposal, or other notice and any such actions may be made at the Company's sole discretion on any exchange or market where such business is then usually or ordinarily transacted.
- 8.3 The Customer hereby undertakes to repay to the Company upon demand any deficiency remaining in the Customer's accounts after the action referred to in Clause 8.1 shall have been taken. In the event that the Company shall in its discretion decide not to take any of the actions referred to in Clause 8.1, the Company shall be entitled to demand the immediate repayment of all amounts owing to it.
- 8.4 The Company shall have the right from time to time to impose limits and other restrictions including position limits on the Customer's trading accounts and the Customer shall comply with such limits and restrictions. The Company shall be entitled to refuse to provide clearing services to the Customer if the Customer shall have exceeded the limits or restrictions imposed by the Company.

9. Payment, Force Majeure and Indemnity

- 9.1 The Customer shall pay to the Company on demand and with proper supporting evidence any sums owing to the Company on the Customer's accounts whatsoever from the Customer solely or jointly with any other person or persons with the Company. Interest shall be charged to the Customer on any unpaid but due amount from the date on which the amount becomes due and payable until the date of payment at such rate and manner as determined and imposed by the Company.
- 9.2 The Company shall not be responsible or liable for any breach, non-performance, delays or any non-clearance of any trades or contracts due to events beyond the Company's control, including but not limited to strike, fire, accident acts or omissions by any government or governmental body, Act of God, emergencies (including those declared by IFSG or ICSG) or due to the mistake, misconduct or omission of the Customer or other members of IFSG or ICSG.
- 9.3 The Customer shall indemnify the Company and keep it indemnified, fully and completely at all times from and against any and all claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever including legal costs (on a solicitor and client basis) which the Company may suffer, incur or sustain in connection with this Agreement, its performance and observance of the terms of this Agreement.

10. Arbitration

Where there shall be any dispute between the parties hereto and which dispute is required by the rules of IFSG or ICSG to be referred to arbitration then and only then would such dispute be so referred, provided however, that any amount owing by the Customer or alleged by the Company to be owing shall be promptly paid to the Company before any arbitration proceeding is initiated. Notwithstanding the foregoing, nothing in this Clause 10 shall be deemed to eliminate or diminish any claims or defenses of either of the parties hereto, and either of the parties hereto shall be entitled to make any claim or defenses after such payment are made.

11. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. Unless otherwise provided hereunder, both parties agree to submit to the jurisdiction of the courts of the Republic of Singapore.

12. Miscellaneous

- 12.1. This Agreement embodies the entire understanding of the parties and supersedes all prior agreements or discussions with respect to the subject matter hereof.
- 12.2. This Agreement, including all authorisations, shall inure to the benefit of the Company, its successors and assigns and shall be binding upon the Customer and the Customer's personal or authorized representatives, executors, trustees, administrators and successors.
- 12.3. The Customer may not assign, transfer, deal or create any interest whatsoever in any of its rights or obligations under this Agreement, whether in whole or in part, or purport to do any of the same, without the prior written consent of the Company.
- 12.4. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to the benefit of any terms and conditions of this Agreement.
- 12.5. If any part, term or provision of this Agreement is held by any body of competent jurisdiction, to be illegal or in conflict with any law or regulation, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular portion held to be illegal, in conflict or otherwise invalid.
- 12.6. The failure of either of the parties hereto, to exercise any right or authorisation granted by or contained in this Agreement will not constitute a waiver of that right or authorisation or any other right or authorisation in the future nor will it impose any liability on that party.
- 12.7. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first above written.

[For Individual]

[For Corporate]

Signed by: _____
Name:
Date:

For and on behalf of _____

Signed by: _____
Name:
Designation:
Date:

Signed by: _____
Name:
Designation:
Date:

SIGNED by
for and on behalf of
KGI Securities (Singapore) Pte. Ltd.
Date: