

**POWER OF ATTORNEY ("POA")**

<b>Commencement Date for this POA:</b>	
<b>Name of Account Holder(s):</b>	(hereinafter referred to as " <b>Principal</b> ")
<b>Identification Number of Account Holder(s):</b> (NRIC / Passport No / Company No)	
<b>Account No(s) Maintained with KGISS:</b>	(hereinafter referred to as " <b>Account(s)</b> ")

The Principal hereby grants power of attorney to the Attorney (as defined below) with respect to the Account(s) subject to the terms and conditions below.

<b>Name of Attorney:</b>	(hereinafter referred to as " <b>Attorney</b> ")		
<b>Identification Number of Attorney:</b> (NRIC / Passport No / Company No)		<b>Nationality/Country of Incorporation:</b>	
<b>Telephone No:</b>		<b>Occupation/Nature of Business:</b>	
<b>Email Address:</b>		<b>Relationship with the Principal:</b>	
<b>Residential/Registered Address:</b>			
<b>Mailing Address</b> (if difference from the above)			
<b>Name &amp; Address of Employer:</b> (for individual Attorney only)			

**Acceptance of Appointment by the Attorney:**

**Supporting Document(s)**

- Individual Attorney:** please provide a copy of NRIC/Passport
- Corporate Attorney:** please provide a list of authorised traders and a copy of each trader's NRIC/Passport.

**Does the Attorney own a Personal and/or Related Trading Account(s)\* with KGISS?**  No  Yes, please provide details as below and acknowledge the following terms and conditions.

*\*Related trading account(s) include any individual (e.g. spouse or family members) or corporate or firm entity account in which the Attorney has a beneficial interest or control over the operations or management of the account.*

S/N	Name of Attorney's Personal/Related Trading Accounts	Accounts No

**The Attorney hereby confirms that he/she/it has no beneficial interest in the transactions or any assets under the Account, and further acknowledges and agrees that:**

- The Attorney shall not cross any trades between the Attorney's Personal/Related Trading Accounts and the Account and any other client accounts with KGISS that is/are controlled and operated by the Attorney (collectively, "Accounts");
- No inter-account transfer of any executed trades is allowed from the Attorney's Personal/Related Trading Accounts to the Accounts and vice versa;
- Where the Attorney places orders to KGISS's execution desk, the Attorney shall clearly state the name and number of the account that the orders are to be executed for before any orders can be executed;
- If the Attorney breaches any of the above, KGISS reserves the right to take actions which include –
  - stopping any further trading by the Attorney in the Attorney's Personal/Related Trading Accounts and the Accounts;
  - reversing any open positions that were transferred by the Attorney from his Personal/Related Trading Accounts to the Accounts and vice versa;
  - imposing cash adjustment from the Attorney's Personal/Related Trading Accounts to the Accounts whose open positions were closed-out as a result of transfer carried out by the Attorney;
  - retaining and forfeiting any profits as a result of transfer or crossing of trades carried out by the Attorney which squared off the open positions in the Attorney's Personal/Related Trading Accounts;
  - closing the Attorney's Personal/Related Trading Accounts;
  - suspending the POA arrangement with the Accounts;
  - revealing information about any orders or transactions carried out by the Attorney which is against the above to the holders of the Accounts; and
  - taking any other actions that KGISS considers necessary or appropriate.
- The Attorney hereby agrees to indemnify KGISS and all its officers, directors, employees, agents and/or representatives from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which KGISS may pay, sustain, suffer or incur by reason of or in connection with the Attorney's breach of the above and any actions taken by KGISS due to such breach, including without limiting the generality of the foregoing, all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

**Terms and Conditions:**

- 1) The Principal agrees to authorise or empower the Attorney with full authority and power to perform any and all transactions, businesses, dealings, trades, acts and/or matters (collectively, "**Transactions**") for, incidental to and/or in connection with the Account(s) maintained with KGI Securities (Singapore) Pte. Ltd. ("**KGISS**") as if the same were performed or to be performed by the Principal itself with full legally binding effect toward the Principal and for the Principal's exclusive account and risk.
- 2) The Principal acknowledges, understands, agrees and covenants with KGISS that –
  - (a) any and all Transactions taken or to be taken by the Attorney under this POA in connection with the Account(s) shall be subject to and governed by the Account(s) Opening Application, relevant terms and conditions and such other documents and agreements as entered into, amended, or to be entered into or amended between KGISS and the Principal from time to time (collectively, "**Documentations**").
  - (b) the Principal shall procure, monitor and ensure the Attorney not to take any Transactions that may exceed the authorities, powers or limitations under this POA and the Documentations;
  - (c) KGISS may accept from the Attorney, without any inquiries or investigations on KGISS's part as to the authority, power and/or identity of the Attorney or person giving or purporting to give any orders (whether via the electronic or online trading system, by giving oral or written orders) for, incidental to and/or in connection with –
    - (i) any and all act, purchase, sale and/or trading of Transactions for the Account(s) whether on margin or otherwise; and/or
    - (ii) any transfer of funds, margins, securities and/or properties from the Account(s) 1) for the purpose of meeting the obligations of the Principal under the Account(s) and/or Documentations; and/or 2) in the name of or in favour of the Principal solely.
  - (d) the Principal may have the concurrent full authority at all times to execute any Transactions or place orders for the Account(s);
  - (e) the Attorney may currently or from time to time (i) maintain trading account(s) with KGISS and/or (ii) be authorized to operate other trading account(s) maintained by other parties with KGISS (collectively, "**Other Accounts**"). The Principal acknowledge that there may possibly be conflict of interest arising from engaging in the Transactions and/or Investments pertaining to the Account(s) and the Other Accounts by the Attorney. Notwithstanding the foregoing, the Principal agree that KGISS shall not be liable for any losses and damages, including but not limited to consequential losses and damages which the Principal may suffer in connection with KGISS acting in accordance with the instructions given by the Attorney;
  - (f) KGISS shall have no responsibility or liability of whatsoever nature and howsoever arising to the Principal in following or executing any and all of the Attorney's orders, in particular KGISS shall have no duty or obligation to monitor, supervise, analyze, interfere in, know and/or review the trading practices, investment strategy, decision, advice, and/or Transactions taken or to be taken by the Attorney;
  - (g) KGISS shall have no duty or obligation to inform or alert the Principal in connection with any and all of the orders and/or Transactions performed or to be performed by the Attorney;
  - (h) KGISS is allowed to reveal any information about the Account(s) to the Attorney including but not limited to sending copy of transaction notes, account statements etc. to the Attorney upon receiving the written notice from the Attorney;
  - (i) the Principal shall fully indemnify and hold KGISS, its directors, officers, employees, affiliates, holding companies, agents, related corporations and parties (collectively, referred to as "**Related Parties**") harmless from and against any and all claims, actions, judgments, losses, damages, indebtedness and liabilities including but not limited to consequential, special, incidental, punitive, direct and indirect losses and damage (whether KGISS and/or the Related Parties knew or should have known such losses and damages might incur) arising from, incidental to and in connection with –
    - (i) KGISS's reliance on this POA;
    - (ii) KGISS's execution of any and all orders given by the Attorney, including but not limited to the Transactions;
    - (iii) any and all acts including but not limited to solicitation, negligence, misconducts and/or omissions of the Principal or Attorney; and/or
    - (iv) any breach of the terms and conditions of this POA and/or the Documentations by the Principal or Attorney;
  - (j) the Principal shall ratify and confirm any and all Transactions and/or orders entered into or to be entered into with KGISS for the Account(s) by the Attorney whether before or after the commencement date of this POA first written above;
  - (k) the Principal shall monitor and control the Attorney's Transactions and/or orders over the Account(s) regularly and frequently, in particular to access reports made available by KGISS from time to time;
  - (l) KGISS reserves its absolute discretion not to honour any orders given or to be given by the Attorney;
  - (m) the Principal shall assume and undertake any and all risks and liabilities incurred arising out of, incidental to and/or in connection with the execution and delivery of this POA;
  - (n) the Attorney may or may not hold the requisite and valid license whether in Singapore or otherwise to perform such duties or obligations under this POA; and
  - (o) KGISS does not advise or influence the Principal in connection with or incidental to the execution and delivery of this POA.
- 3) This POA shall have full force and effect from the commencement date first written above and it shall remain and continue to be in full force and effect until amended or terminated in writing by the Principal ("**Notice**") and such amendment or termination shall become effective three (3) business days upon the actual receipt of the Notice by KGISS. The Principal agrees that it shall remain fully liable for all Transactions and/or orders given or to be given to KGISS prior to the aforesaid amendment or termination being effective.
- 4) This POA shall bind the Principal's heirs, executors, administrators, successors, assigns and shall inure to the benefit of KGISS, its successors or assigns.
- 5) This POA shall be governed by and construed in accordance with the laws of the Republic of Singapore and the courts located in the Republic of Singapore shall have exclusive jurisdiction for the purpose of enforcing any claims or rights arising under this POA.

**Signed by/for and on behalf of  
The Principal**

Name of Signatory: \_\_\_\_\_

**FOR OFFICIAL USE**

Signature of Account Holder Witnessed/Verified	Signature of Attorney Witnessed/Verified	Approved
By: _____ Name: Date:	By: _____ Name: Date:	By: _____ Name: Date: