

(Applicable to customers who wish to trade Non-Deliverable Forward Foreign Exchange Contracts)

## TRANSACTION(S) IN NON-DELIVERABLE FORWARD FOREIGN EXCHANGE (“NDF”) CONTRACTS

**PLEASE READ THE “TERMS AND CONDITIONS GOVERNING NDF TRADING FACILITIES” AS SET OUT IN THIS SCHEDULE AND COMPLETE THE APPLICATION BELOW.**

### APPLICATION

In consideration of KGI Securities (Singapore) Pte. Ltd. (“KGI Securities”) agreeing, as its sole and absolute discretion, to provide the Customer (and Joint Account Holder, if applicable) (the Customer and Joint Account Holder hereinafter referred to as the “Customer”) with trading facilities in respect of NDF transaction(s) (the “Facilities”),

the Customer hereby declares, warrants and agrees:-

- (a) that all information submitted in connection with this application is true and accurate in all aspects;
- (b) that the Customer has read and understood, and agrees to the TERMS AND CONDITIONS GOVERNING NDF TRADING FACILITIES set out in this Schedule (“NDF Terms”);
- (c) that the NDF Terms are supplementary to and shall be read in conjunction with and shall be considered an integral part of the terms and conditions of the KGI Securities Customer Trading Agreement and all the documents and instruments (including any security documents) in connection with the operation and maintenance of any Account or facility opening, the Customer has with KGI Securities (collectively, the “Agreements”). The NDF transactions shall therefore be subject to the terms and conditions of the Agreements and of the NDF Terms;
- (d) that unless the context otherwise requires or the NDF Terms expressly provide otherwise, all words and expressions as defined in the Agreements shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Agreements;
- (e) that in the event of any conflict or inconsistency between any of the NDF Terms with any of the Agreements as supplemented by the NDF Terms, these NDF Terms shall prevail and the Agreements as supplemented by these NDF Terms shall be deemed to have been amended to the extent necessary to give effect to the NDF Terms in respect of NDF transactions; and
- (f) that these NDF Terms shall apply to and govern Account(s) currently requested for, all Account(s) opened and currently maintained, as well as all Account(s) subsequently opened or established with KGI Securities by the Customer, whether the Account is a single or joint account.

Signature of Customer	Signature of Joint Account Holder
Name of Customer: Date:	Name of Joint Account Holder Date:
Signature of Witness	
Name of Witness: Designation of Witness: Date:	

## TERMS AND CONDITIONS GOVERNING NDF TRADING FACILITIES

### 1. SCOPE AND APPLICATION

- 1.1 The NDF Terms shall apply to the provision by KGI Securities of any and all trading facilities to the Customer in respect of NDF transaction(s) (“NDF Transaction(s)”).

### 2. SPECIFIC TERMS FOR NDF TRANSACTIONS

- 2.1 Unless otherwise specified, KGI Securities shall in its sole and absolute discretion act as principal in respect of the NDF Transactions.
- 2.2 In increasing liquidity for NDF Transactions, the Customer hereby acknowledges and agrees that KGI Securities (or any person authorized by KGI Securities to accept NDF Orders) may quote or stream NDF prices from other regulated financial institution(s) (“Liquidity Provider(s)”) to customers or act as market-makers to customers in providing bids and offers. The Customer also acknowledges that these prices may differ from prices provided to other customers of KGI Securities and may be withdrawn or changed without notice.
- 2.3 **Due to the pricing nature of the NDF, there may be occasions where Liquidity Provider(s) erroneously stream out off-market or outdated price(s) (“Untradeable Price(s)”).** The Customer agrees that for the Customer’s NDF Transaction(s) which has/have been executed based on such Untradeable Price(s) (“Untradeable Transaction(s)”), KGI Securities reserves the rights to either reject the Untradeable Transaction(s) (the “Rejection”) or adjust the price(s) of the Untradeable Transaction(s) to that/those at or close to the market price(s) prevailing at the time of the execution of the Untradeable Transaction(s) to be advised by KGI Securities (the “Adjustment”).
- 2.4 In the event of any such Rejection or Adjustment, the Customer shall indemnify KGI Securities from any form of direct or indirect cost(s), loss(es) and/or damage(s) which may be incurred by the Customer or any other person in connection with or incidental or consequential to the Rejection or Adjustment.
- 2.5 KGI Securities may in its sole discretion and without prior notice to the Customer immediately change, suspend, restrict, terminate or discontinue partly or fully the provision of any aspect of the Facilities at any time in but not limited to the following event(s):
- 2.5.1 Market disruption or illiquidity or unusual price volatility;
  - 2.5.2 lack of availability of, or interruption in performance of, any electronic system(s) applicable for NDF Transactions;
  - 2.5.3 the determination by KGI Securities that the performance by it or the Customer under the Agreements and/or the NDF Terms may violate or contravene any applicable law(s) or regulation(s);
  - 2.5.4 a breach by the Customer of its representations or covenants under the Agreements and/or the NDF Terms, and/or
  - 2.5.5 the Liquidity Provider(s) cease the provision of NDF prices for any reason, with or without prior notice to KGI Securities.

Any of the abovementioned clauses in this same paragraph shall have no effect on any NDF Transaction(s) previously executed through the Facilities. KGI Securities and the Customer shall be obligated to complete such transaction(s).

- 2.6 Except to the extent required by applicable law, KGI Securities makes no representations or warranties of any kind whatsoever regarding the currency, accuracy or completeness of any information available by means of the Facilities, including prices; the results to be obtained by the Customer or anyone else from the use of the Facilities; any information provided by third parties and accessible on or through the Facilities; and/or that the Facilities will be uninterrupted or error free, that defects will be corrected or that the Facilities is free of viruses or other harmful components.
- 2.7 Use of the Facilities is at Customer’s own risk and Customer assumes full responsibility and risk of loss which may result from the use of the Facilities.
- 2.8 Except to the extent that liability under any applicable law or regulation cannot be excluded, KGI Securities shall not be liable for any form of direct or indirect cost(s), loss(es) and/or damage(s) which may be incurred by the Customer or any other person in connection with or incidental or consequential to the use of the Facilities.
- 2.9 There are legal and/or regulatory requirements in various countries which may restrict the use of the Facilities. Customer declares that they have informed themselves about and will observe any restrictions imposed in the jurisdiction in which the Facilities is accessed.
- 2.10 No failure or delay on the part of KGI Securities in exercising any right under the Agreements and/or NDF Terms shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other rights. No waiver of any such right shall be deemed a waiver or modification of any other right under the Agreements and/or NDF Terms.