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### Optional Agreements and Forms 选择适用的协议及表单

*Documents listed below are available on our website at: [www.kgiworld.sg](http://www.kgiworld.sg) or upon request. Please print those applicable to you OR request a copy from our Trading Representative or Customer Service at [sgp.cso@kgi.com](mailto:sgp.cso@kgi.com)*

*下列文件可于我们的网站 [www.kgiworld.sg](http://www.kgiworld.sg) 取得或向我们索取, 请打印有适用的部分或向我们的代表人员或来信 [sgp.cso@kgi.com](mailto:sgp.cso@kgi.com) 向客户服务索取*

SECTIONS 章节	ITEM 项目	CONTENT 内容	Please tick "√" below where applicable 如适用, 请勾选
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	2	Memorandum of Deposit 抵押备忘录	
<b>Section VII</b> 第七节 <b>Securities Borrowing and Lending (SBL)</b> 有价证券借贷交易	1	Terms and Conditions for Securities Borrowing and Lending 有价证券借贷交易条款	
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**SECTION I: SECURITIES/ SBL TRADING ACCOUNT FORM 第一节: 证券/有价证券借贷/差价合约交易帐户表**
**1. TYPE OF ACCOUNT(S) / SERVICE(S) 帐户/服务类别**

	Broker-Assisted 经纪商协助	Online Trading 线上交易	Settlement Trust Account 交割信託帐户	For Office's Use (Account No.)
<input type="checkbox"/> Cash Trading <i>without linkage</i> 现金交易	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes* 是	
<input type="checkbox"/> Cash Trading <i>links to Sub A/c</i> 现金交易连接到子帐户	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes* 是	
<input type="checkbox"/> Cash Trading <i>links to GSA</i> 现金帐户连接到 GSA 帐户	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes* 是	
<input type="checkbox"/> Margin Trading ** 保证金交易	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes 是		
<input type="checkbox"/> Reits Leverage ** 不动产投资信託槓杆交易	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes 是		
<input type="checkbox"/> Cash Collateralised Trading ("CCT") 现金担保交易	<input type="checkbox"/> Yes 是	<input type="checkbox"/> Yes 是		
<input type="checkbox"/> Securities Borrowing and Lending ("SBL")^ 证券借贷	<input type="checkbox"/> Yes 是			

Please indicate if you are applying to invest/trade in Listed Specified Investment Products ("SIP")  Yes 是  No 否  
 请载明您是否要申请投资/交易上市特殊交易产品(SIP)

\* Please refer to paragraph 10 (Trust Account-Interest Bearing) of the Terms and Conditions for Operation of Securities Trading Account. By ticking "Yes", the Applicant hereby acknowledges having read the above provision and expressly accepts the same. 请参阅证券交易帐户操作条款和条件第 10 条(信託帐户-利息)。勾选"是"表示申请人确认已阅读并接受该条款

\*\* Please sign the Margin Agreement and Memorandum of Deposit 请签署保证金合同及存款备忘录

^ Please sign the SBL Application and Memorandum of Deposit - SBL

**2. CUSTODIAN DETAILS 保管资料**
**SECURITIES ACCOUNT FOR SAFEKEEPING OF SGX LISTED SECURITIES 用于保管新交所挂牌证券的证券帐户**

Global Securities Account ("GSA") maintained with CDP 在 CDP 开立的 GSA 帐户 1 6 8 1 - \_\_\_\_\_ - \_\_\_\_\_

A Sub Account maintained with the Company appointing us as the Depository Agent 在 KGI(作为託管人)维持的子帐户 2 0 1 1 - \_\_\_\_\_ - \_\_\_\_\_

**CPF INVESTMENT ACCOUNT CPF 投资帐户**

DBS  OCBC  UOB CPF Investment Account No. 投资帐号 \_\_\_\_\_

**SUPPLEMENTARY RETIREMENT SCHEME (Please tick one only) 补充退休计画(请勾选其一)**

DBS  OCBC  UOB SRS Account No. 帐号 \_\_\_\_\_

**3. SETTLEMENT OF ACCOUNTS 帐户交割**

Please select one settlement option: 请选择其一交割方式

Electronic Payment System (EPS)

GIRO (Separate authorisation form to be completed)

Please select only one Bank for EPS 请选择其一银行

Citibank  DBS  Maybank  OCBC  UOB

Bank Account No. 帐号 \_\_\_\_\_

**4. OPTION FOR RECEIVING CONTRACT / STATEMENT 选择收受之纸质合同/对帐单**

Account statements and contract notes will be sent electronically to your e-mail address maintained with KGI for all your accounts with online trading or with a valid e-mail address.

I would like to opt out of e-Statements and receive paper-based statements and contract notes via mail.  
 账单和股票买卖通知书将通过电子邮件方式发送到您与 KGI 保留的电子邮件地址, 用于您所有在线交易帐户。  
 我将选择不使用电子帐单, 并通过投邮发式接收纸质帐单和股票买卖通知书。

**5. UPDATE OF PARTICULARS**

I would like to update my/our particulars (Compulsory for opening of additional Trading Account(s) only)

\*Please complete the "Update of Personal Particulars" (Individual) form or "Update of Trading Account (Corporate)" form.

**6. DECLARATION & AGREEMENT FOR CASH ACCOUNTS**

- (a) A cash account (the "Cash Account") could be opened for me, through which my investment or trade monies under this Agreement are transacted and the Cash Account is not applicable for investments or trades using Central Provident Fund monies or Supplementary Retirement Scheme monies.
- (b) Unless otherwise instructed by me, the Company has the discretion to use the Cash Account including but not limited to:
- (i) park the sale or redemption proceeds and distribution income (including but is not limited to dividends and coupon proceeds) from the my investments;
  - (ii) park excess monies for SGS Bonds and/or monies received for SGS Bonds orders that are subsequently voided or unfulfilled
  - (iii) park the rebate amount from the Company with respect to my insurance policies (if applicable); and
  - (iv) park any other monies of mine, including but is not limited to, my stale or invalid cheques.

By signing below, I/we hereby confirm that: 透过以下的签署, 我在此确认

1. the above information are true and correct; 上述的信息皆属真实正确
2. I/we have received a copy of the Risk Disclosure Statement and understand its contents; and  
我已收受风险披露声明, 且瞭解其内容
3. I/we have read and agree to the General Terms and Conditions and/or other applicable terms and conditions and/or agreements. 我已阅读且同意所适用的及其它条款及/或协议

[For Individual & Joint] 个人及联名客户

[For Corporate/Other Entities] 企业及其他组织客户

Signed by 签名: \_\_\_\_\_

Name 姓名:  
Date 日期:

(Joint Account Holder, if any) 联名客户, 如有

Signed by 签名: \_\_\_\_\_

Name 姓名:  
Date 日期:

For and on behalf of 代表 \_\_\_\_\_

Signed by 签名: \_\_\_\_\_

Name 姓名:  
Designation 职位:  
Date 日期:

Signed by 签名: \_\_\_\_\_

Name 姓名:  
Designation 职位:  
Date 日期:

Affix Company Stamp (if any)  
(For Corporate Account)

\_\_\_\_\_

**For Office Use 内部使用**

**Attended and witnessed by:**

Witness Name/Signature/Date:

\_\_\_\_\_

HOD Name/Signature/Date:

\_\_\_\_\_

**SECTION II: GENERAL RISK DISCLOSURE STATEMENT (第二节: 一般风险披露声明)****GENERAL RISK DISCLOSURE STATEMENT**

## 一般风险披露声明

This statement does not disclose all of the risks and other significant aspects of trading in capital markets products. In light of the risks, you should undertake such transactions only if you understand the nature of securities, derivatives, and the contracts (and contractual relationship) which you are entering into and the extent of exposure to risks. You should carefully consider whether trading in capital markets products is appropriate for you in the light of your experience, objectives, financial resources, and other relevant circumstances. If in any doubt, you should seek professional advice. Different capital markets products involve different levels of risk and in considering whether to trade or invest in capital markets products, you should be aware of the following:

本声明并未披露资本市场产品交易的所有风险和其他重要方面。鉴于风险，只有当你了解你所涉及的证券、衍生产品和合同（及合同关系）的性质以及风险的暴露程度时，才能进行此类交易。你应该根据你的经验、目标、财政资源和其他相关情况仔细考虑资本市场产品的交易是否适合你。如果有任何疑问，应寻求专业意见。不同的资本市场产品涉及不同程度的风险，在考虑是否对资本市场产品进行交易或投资时，你应该知道以下几点：

**1. Terms and Conditions 条款和条件**

You should read and understand all the provisions spelt out (and from time to time amended) in the relevant terms and conditions governing the relevant types of account you intend to open and maintain with us, as well as the trading you intend to carry out through such account(s).

你应该阅读并理解所有与你打算向我们开立和维持的相关账户类型，以及你打算通过这样的账户进行的交易的有关条款（会不时地修正）。

**2. Joint Account 联合账户**

Each joint account holder is jointly and severally liable for all debts incurred in a joint account. A joint account may be operated by not more than 2 individuals.

每个联合账户持有人对共同账户中发生的所有债务承担连带责任。一个联合账户可以由两个以上的个人操作。

**3. Risks associated with Trading / Investing in Capital Markets Products 投资资本市场产品的风险****3.1 Potential losses 潜在的损失**

You may sustain substantial losses on the transactions if market conditions move against your positions. It is in your interest to understand fully the impact of market movements, in particular the extent of profit or loss you would be exposed to when there is an upward or downward movement in the relevant rates. Your position on various transactions may be liquidated at a loss and you will then be liable for any resulting deficit in your account with us. Under certain circumstances, it may be difficult to liquidate an existing position, assess the value, determine a fair price or assess your exposure to risk.

如果市场状况不利于你的头寸，你可能会在交易中蒙受重大损失。充分了解市场波动的影响，特别是在相关利率上行或下行时，你会受到多大程度的损益。你在各种交易上的头寸可能会被清算，然后你将对你在我们的账户中产生的任何赤字负责。在某些情况下，要清算现有头寸、评估价值、确定合理价格或评估风险敞口可能是很困难的。

**3.2 Price fluctuation 价格波动**

The price and value of any investment in capital markets products and the income, if any, from them, can fluctuate and may fall against your interest. An individual security may experience downward price movements and may under some circumstances even become valueless. An inherent risk of trading/investing in capital markets products is that losses may be incurred, rather than profits made, as a result of buying and selling such products.

资本市场产品和收入的任何投资的价格和价值会发生波动，而且可能与你的利益背道而驰。个人安全可能会经历价格下跌，在某些情况下甚至会变得毫无价值。在资本市场产品交易/投资的内在风险是，由于买卖这些产品而造成的损失，而不是利润。

**3.3 Liquidation of positions 平仓**

Under certain market conditions you may find it difficult or impossible to liquidate a position. This may arise from the rules in certain markets (for example, the rules of a particular exchange may provide for "circuit breakers" where trading is suspended or restricted at times of rapid price movements).

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, as it may be difficult or impossible to execute such orders without incurring substantial losses under certain market conditions. Strategies using combinations of positions, such as "spread" or "straddle" positions may be as risky as taking simple "long" or "short" positions.

在某些市场条件下，你可能很难或不可能平仓。这可能源于某些市场的规则（例如，某一交易所的规则可能为“在价格急剧波动的情况下暂停或限制交易”的断路器提供了条件）。

将有条件的订单，如“停止损失”或“停止限价”命令，并不一定会将你的损失限制在预期的数额之内，因为在某些市场条件下，执行此类订单很难或不可能造成重大损失。

使用位置组合的策略，如“扩展”或“跨”的位置，可能和简单的“长”或“短”位置一样危险。

**3.4 Risk of margin trading 保证金交易的风险**

The risk of loss in leveraged trading or financing a transaction by deposit of collateral is significant. The high degree of leverage that is often obtainable in margin trading can work against you as well as for you due to fluctuating market conditions. You may sustain large losses as well as gains in response to a small market movement. While the amount of the initial margin required to enter into a transaction may be small relative to the value of the transaction, a relatively small market movement would have a proportionately larger impact. You may sustain losses in excess of your cash and any other assets deposited as collateral with us. You may be called upon at short notice to make additional margin deposits or interest payments. You should be aware that you may not be entitled to an extension of time when a margin call is made. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover you will remain liable for any resulting deficit in your account and interest charged on your account. You should be aware that we may liquidate your collateral without contacting you. Further, we may be entitled to decide which collateral to liquidate in order to best protect its interests. You should therefore carefully consider whether such trading or financing arrangement is suitable in light of your financial position and investment objectives.

杠杆交易的损失风险或通过抵押物的押金来融资是很重要的。由于市场状况的波动，在保证金交易中经常能获得的高杠杆率可能对你不利。你可能会承受巨大的损失，同时也会因为市场的小变动而获利。虽然进入一笔交易所需的初始保证金数额可能相对于交易的价值而言相对较小，但相对较小的市场波动会产生更大的影响。你可以承受超过你的现金和任何其他资产作为抵押品的损失。你可能会接到通知，要求追加保证金或利息。你应该意识到，当追加保证金通知时，你可能没有权利延长时间。如果在规定的时间内未支付所需保证金或利息，你的抵押品可以未经你的同意被清算。此外，你将对你账户上的任何结果和利息承担责任。你应该知道，我们可以在不与你联系的情况下清算你的抵押品。此外，我们有权决定清算哪些抵押品，以更好地保护其利益。因此，你应该仔细考虑这样的交易或融资安排是否符合你的财务状况和投资目标。

**3.5 Tax risks 税务风险**

Before entering into any transaction you should understand the tax implications of doing so, e.g. income tax. Different transactions may have different tax implications. The tax implications are dependent upon the nature of your business activities and the transactions in question. You should therefore consult your tax adviser to understand the relevant tax considerations.

在开始任何交易之前，你应该了解这样做的税务影响，例如所得税。不同的交易可能有不同的税收含义。所涉及的税务问题取决于您的业务活动的性质和所涉及的交易。

因此，你应该咨询税务顾问，了解有关的税务问题。

### 3.6 Currency risks 汇率风险

The profit and loss in transactions in foreign currency-denominated securities (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates and the difference between the buying price and the selling price of a currency where there is a need to convert from the currency denomination of the contract to another currency.

交易的损益以外币计价的证券(是否在自己的交易或另一个管辖)将受到汇率波动的影响和买入价格和卖出价格之间的差异的货币需要转换货币面值的合同另一种货币。

### 3.7 Counterparty risks 交易对手风险

All transactions that are executed upon your instructions with counterparties and brokers are dependent on their due performance of their obligations. The insolvency or default of such counterparties and brokers may lead to positions being liquidated or closed out without your consent.

与交易对手和经纪人依据你的指示执行的所有交易都依赖于他们应有的履行义务。如果没有你的同意,这些交易对手和经纪人的资不抵债或违约可能导致头寸被清算或关闭。

### 4. Commission and other charges 佣金和其他费用

Your net returns from a transaction would also be affected by the transaction costs (i.e. commission, fees and other charges) charged by us, the clearing house and the securities exchange. These costs must be considered in any risk assessment made by you.

您从交易中获得的净收益也会受到我们所收取的交易费用(即佣金、手续费和其他费用)的影响,这些费用均有证券交易所进行结算。这些费用必须在风险评估中予以考虑。

### 5. Custodial services 托管服务

You acknowledge that there may be risks in leaving securities and assets in our safekeeping. Such risks could involve the loss of all your securities and assets, leading to diminished investor protection. You should be prepared to assume these risks if you decide to leave your securities and assets in our safekeeping. You should also understand that in relation to securities and assets held in other jurisdictions, we may appoint foreign custodians to safekeep your foreign securities and assets. In this respect, there may be additional risks in relation to such foreign custodians arising from the operation of foreign law, rules and regulations. You should therefore be prepared to assume these further risks before you engage us to provide such foreign custodial services. You should also be aware that you may incur additional costs for utilising custodial services.

你意识到我们的保管中留下证券和资产可能有风险,同时这样的风险可能会导致你所有的证券和资产的损失,从而导致投资者收益的减少。如果你决定把你的证券和资产留给我们保管,你应该准备好承担这些风险。你也应该明白,与其他司法管辖区的证券和资产有关,我们可以指定境外托管人来保管你的境外证券和资产。在这方面,由于境外法律、法规和规章的运作而产生的境外托管人可能有额外的风险。因此,在我们提供这种境外托管人服务之前,你应该准备承担这些进一步的风险。您还应该认识到,可能需要额外的成本来使用保管服务。

### 6. Trading facilities and electronic trading 交易设施和电子交易

Most trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary. Before you conduct any transactions through such facilities or systems, you should understand the details in this respect. Further, trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or not executed at all.

大多数交易设施都由基于计算机的组件系统支持,用于订单路由、执行、匹配、注册或结算。与所有的设施和系统一样,它们很容易受到临时中断或故障的影响。你回收某些损失的能力可能会受到系统提供商、市场、清算机构和/或成员公司的责任限制。这些限制可能会有所不同。在你通过这些设施或系统进行任何交易之前,你应该了解这方面的细节。此外,电子交易系统的交易可能不仅与公开叫价的市场交易不同,也可能与其他电子交易系统的交易不同。如果你在电子交易系统进行交易,你就会面临与系统相关的风险,包括硬件和软件的失败。任何系统故障的结果可能是您的命令不是按照您的指令执行的,或者根本没有执行。

### 7. Off-exchange transactions 场外交易

In some jurisdictions and only in restricted circumstances, firms are permitted to effect off-exchange transactions. In addition to the issues concerning the liquidation of positions and pricing relationships generally set out above, off-exchange transactions may be less regulated or subject to a separate regulatory regime. Because prices and characteristics of over-the-counter financial instruments are often individually negotiated, there may be no central source for obtaining prices and there can be inefficiencies in the pricing of such instruments. Off-exchange transactions may also involve greater risk than dealing in exchange traded products because there is no exchange market through which to liquidate your position, to assess the value of the product or the exposure to risk. Bid and offer prices need not be quoted, and even where they are, they will be established by dealers in these products and consequently, it may be difficult to establish what a fair price is. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

在某些司法管辖区,只有在有限的情况下,公司才被允许进行场外交易。除有关清算头寸和定价关系的问题外,场外交易可能较少受到监管,也可能受到单独监管制度的影响。由于非处方金融工具的价格和特点通常是单独谈判的,因此可能没有价格的核心来源,而且这种工具的定价可能存在效率低下的问题。场外交易也可能比场内交易产品风险更大,因为没有交易市场来清算你的头寸,评估产品的价值或风险敞口。报价不需要被引用,即使是在他们所在的地方,他们也会被这些产品的经销商建立起来,因此,很难确定合理的价格是什么。在你进行这些交易之前,你应该熟悉适用的规则和随之而来的风险。





**SECTION III: GENERAL TERMS AND CONDITIONS (第 III 节: 一般条款和条件)**
**TERMS AND CONDITIONS FOR THE OPERATION OF SECURITIES TRADING ACCOUNT**  
 证券交易账户操作条款和条件

**1. Definitions 定义**

"Account(s)" “账户”	means the account(s), including Securities trading account(s) of the Client maintained with KGISS. 指由KGISS维持的客户的证券交易账户。
"Agreement" “协议”	means the Application Form, these Terms and Conditions, the Guide and Cautionary Notes, KGISS' CAR and/or CKA documentation and, in relation to any Transaction, the terms and conditions relating to such Transaction, in each case as may be amended, supplemented or replaced from time to time. 指申请表格、这些条款和条件、指南和警示语、KGISS的汽车和/或CKA文件, 以及与此类交易有关的任何交易、条款和条件, 在任何情况下都可以不时修改、补充或更换。
"KGISS" “KGISS”	means KGI SECURITIES (SINGAPORE) PTE. LTD. and its successors in title. 意思是着凯基证券(新加坡)有限公司及其继任者。
"KGI Group" “KGI集团”	means KGISS and its subsidiaries and related corporations, as defined in the Companies Act (Cap. 50 of Singapore). 是指KGISS及其子公司及相关公司, 如《公司法》(第50章)。
"KGISS Direct Market Access System" “KGISS 直接市场接入系统”	means KGISS' trading platform which will be provided to the Client to enable the provision of the DMA Services. 是指KGISS的交易平台, 它将被提供给客户, 以支持DMA服务的提供。
"Applicable Laws" “适用法律”	means the articles, rules, regulations, procedures, policies, customs, guidelines, directives, notes issued by any relevant regulatory authority and/or stock exchange, and all other applicable laws, rules and regulations in force from time to time, as applicable to the Client, KGISS, the Agreement, the DMA Services and the transactions made under the Agreement or using the DMA Services. 是指条文、规则、规定、程序、政策、海关、指导方针、指令、笔记和/或任何相关监督管理机构发行的证券交易所, 和其他所有适用的法律、法规不时生效, 适用于客户, KGISS, DMA的协议, 根据协议或服务和服务使用DMA的服务。
"Application Form" “申请表”	means the prescribed account opening application form duly completed by the Client to KGISS to establish the Account. 指由客户为开立证券账户提交的开户申请表。
"Authorised Person" “授权人”	means any person(s) authorised in writing by the Client to perform any Transaction in the Account. 指由客户授权以书面形式在帐户上执行任何交易的任何人。
"Business Day" “业务日”	means a day on which the SGX-ST or other relevant exchange or market, as the case may be, is open for trading in Securities. 指证券交易所(SGX)或其他相关交易所或市场开放证券交易的一天。
"CAR" “CAR”	means KGISS' Client Account Review documentation referred to in the Guide and Cautionary Notes. 在指南和警示性说明中提到的KGISS客户账户审查文件。
"CIP Questionnaire" “CIP问卷”	means KGISS' customer investment profile questionnaire referred to in the Guide and Cautionary Notes. 在指南和警示说明中提到的KGISS的客户投资概况问卷。
"CKA" “CKA”	means KGISS's Customer Knowledge Assessment documentation referred to in the Guide and Cautionary Notes. 是指在指南和警示说明中提到的KGISS的客户知识评估文档。
"Client" “客户”	means such person with an Account with KGISS. 是指这有KGISS帐户的一类人。
"Custodian" “托管人”	means KGISS and/or any person appointed by KGISS to be its nominee, custodian, sub-nominee or sub-custodian. 是指KGISS和/或由KGISS指定的任何一个人成为其被名义人, 托管人, 次名义人或副托管人。
"DMA Services" “DMA服务”	means all Direct Market Access products and services provided by KGISS to the Client. 指由KGISS向客户提供的所有直接市场接入的产品和服务。
"EIP" “EIP”	shall have the meaning ascribed to it in the Guide and Cautionary Notes. 应在指南和警示性说明中赋予其含义。
"FATCA" “FATCA”	means U.S. Foreign Account Tax Compliance Act. 指美国的海外账户税务合规法案。
"Information" “信息”	means any text, images, links, sounds, graphics, video and other materials, whether or not it is made available on the KGISS Direct Market Access System and includes, without limitation, any information relating to securities, markets, companies, industries, news and any information, data, analysis or research thereon, made available via or pursuant to the DMA Services.



是指任何文本,图片,链接、声音、图像、视频和其他材料,是否可用在KGISS直接市场接入系统等,任何信息关于证券市场、公司、行业、新闻和任何信息,数据,分析和研究,通过或依照DMA服务可用。

<p>"Guided Advice" "指导性建议"</p>	<p>means advice provided by KGISS to a Retail Singapore Client for the Client's Transactions with respect to SIPs where the Client has failed to pass the CKA with respect to the SIPs and for the duration that the Client has still to pass or be deemed to pass such CKA. 向新加坡散客户提供咨询意见,客户的交易是客户在SIPs上未能通过CKA,而客户仍未通过或被视为通过此类CKA。</p>
<p>"Guide and Cautionary Notes" "指导和警示"</p>	<p>refers to the document titled "Guide and Cautionary Notes in Applying For/Continuing an Account with KGI Securities (Singapore) Pte. Ltd." and provided to the Client either as part of KGISS' account opening application documentation or separately as an update document to explain the changes in the types of services and their respective terms available from KGISS. 指的是文件名为"指导和警示申请/持续一个帐户与凯基证券(新加坡)有限公司",提供给KGISS账户程序文档或单独作为更新文档来解释服务的类型。</p>
<p>"Loss(es)" "损失"</p>	<p>means any losses, damages, costs and expenses, (including reasonable fees and expenses of attorneys and other advisers, court costs and other dispute resolution costs) of a party but excluding charges for services rendered by any employees. 指任何损失和费用(包括律师费和其他顾问的合理费用和费用),但不包括任何员工提供的服务费用。</p>
<p>"Recognised Regulatory Authority" "经认可的监管机构"</p>	<p>means any signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information. 指国际证监会组织关于磋商、合作和信息交流的多边谅解备忘录的任何签署人。</p>
<p>"Regulated Activity" "监管活动"</p>	<p>shall have the same meaning in these Terms and Conditions as defined in the SFA. 与SFA中定义的条款和条件具有同样的含义。</p>
<p>"Relevant Authority(ies)" "有关当局"</p>	<p>means the relevant regulatory authorities and relevant stock exchanges governing or which have issued Applicable Laws relating to the DMA Services and the products traded using the DMA Services, including, without limitation, the Monetary Authority of Singapore and SGX-ST. 指有关监管当局及有关的证券交易所,或已发出的与DMA服务有关的相关法律,以及使用DMA服务进行交易的产品,包括但不限于新加坡金融管理局和-SGX-ST。</p>
<p>"Paid Advice" "支付建议"</p>	<p>shall have the meaning ascribed to it in the Guide and Cautionary Notes. 应具有指南和警示性说明中赋予的含义。</p>
<p>"Retail Singapore Client" "新加坡散户"</p>	<p>means a Client who is (i) an individual and a citizen or permanent resident of Singapore or a dependent of either and (ii) not an accredited or expert investor as the respective expressions are defined in the Securities and Futures Act, Chapter 289 of Singapore. 指在新加坡的《证券及期货法》中定义的个人及公民或永久居民,或由其或(ii)非经认可的或专家投资者(ii)所界定的客户。</p>
<p>"Rules" "规则"</p>	<p>means the Rules and Directives of the SGX-ST and any other relevant stock exchange, and/or of any other relevant authority in Singapore and/or any relevant jurisdiction (as they may be amended, modified or supplemented from time to time in any manner whatsoever). 指新加坡及其他有关证券交易所及/或其他有关当局在新加坡及/或任何有关司法管辖区的规则及指示(如有任何更改或增补或增补)。</p>
<p>"Securities" "证券"</p>	<p>shall have the same meaning as defined in Section 2 of the SFA and shall include both scrip based and scripless Securities traded or quoted on the SGX-ST and any other stock exchange. 应具有在SFA第2条中定义的同含义,并应包括在SGX-ST和任何其他证券交易所交易或引用的scrip和无实体证券。</p>
<p>"SFA" "SFA"</p>	<p>means the Securities and Futures Act (Cap. 289). 指《证券及期货法》(第289章)。</p>
<p>"SGX-ST" "SGX-ST"</p>	<p>means the Singapore Exchange Securities Trading Limited and its successors in title. 指新加坡证券交易所有限公司及其继任者。</p>
<p>"SIP" "SIP"</p>	<p>shall have the meaning ascribed to it in the Guide and Cautionary Notes. 应具有指南和警示性说明中赋予的含义。</p>
<p>"Sponsored Access" "证券机构访问权限"</p>	<p>means the services of allowing the Client to use KGISS' member identification to transmit orders for execution directly to the relevant stock exchanges without using the KGISS Direct Market Access System. 是指允许客户使用KGISS成员身份证件,在不使用KGISS直接市场接入系统的情况下,将执行命令直接发送到相关证券交易所。</p>
<p>"Sponsored Access Delegates" "证券机构访问代表"</p>	<p>means all such persons who are delegated Sponsored Access, whether granted by the Client or by such persons who (directly or indirectly) are recipients of the Client's delegation. 指所有这些被授予以证券机构访问权限的人,无论是由客户还是通过(直接或间接)接受客户代表团的人提供的。</p>
<p>"Sponsored Systems" "证券机构系统"</p>	<p>means the systems used by the Client and its delegates for transactions under the Sponsored Access. 指客户及其委托的交易代表以证券机构访问权限登录使用的系统。</p>
<p>"Transaction" "交易"</p>	<p>means a transaction on or in respect of the Client's Securities trading account carried out in connection with any request made by the Client or Authorised Person orally or in writing to buy, sell or otherwise deal in Securities or deal with the monies in the Account or perform any transaction relating to the Account, and includes any transaction carried out by the Client using the DMA Services. 指在客户的证券交易帐户上进行的与该客户任何请求或授权人口头或书面购买、出售或以其他方式以帐户内的资金交易证券、或执行任何涉及该帐户的交易有关的某个交易业务,包括由客户使用DMA服务进行的任何交易。</p>

**“US Person”  
“美国人士”**

means a U.S. Citizen or resident individual, a partnership or corporation organised in the U.S. or under the laws of the U.S. or any State of the U.S. or a trust if (i) a court within the U.S. would have authority under applicable law to render orders or judgements concerning substantially all issues regarding the administration of the trust, and (ii) one or more U.S. Persons have the authority to control all substantial decisions of the trust or an estate of a decedent that is a citizen or resident of the U.S. This definition shall be defined and interpreted in accordance with the U.S. Internal Revenue Code.

是指美国的个体公民或居民，在美国境内组织的或根据美国法律或美国任何州的法律组织的合伙企业或公司，或信托机构(i)法院，在美国是否有权力根据适用的法律使订单或判断有关大大所有问题对于政府的信任，和(2)一个或多个美国人有权控制所有重大决策的信任或房地产的后裔是美国的公民或居民这个定义应当依法被定义和解释美国国内税法。

1.1. Words importing the singular number shall include the plural number and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa.

输入单数的词语应包括复数，反之亦然，表示男性性别的词语应包括女性性别，反之亦然。

1.2. All reference herein to any Act, statute or regulation shall include any statutory modifications or re-enactment thereof.

本协议的任何法律、法规或规章都应包括任何法定修订或重新制定。

1.3. Headings are provided for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

标题仅供参考，不得影响本条款的解释。

**2A. Application and Scope 适用和范围**

2A.1 These Terms and Conditions must be read in conjunction with the terms stated in the Application Form, the Guide and Cautionary Notes, KGISS's CAR and/or CKA documentation and, in relation to any Transaction, the terms and conditions relating to the Transaction in particular, in each case as may be amended, supplemented or replaced from time to time, which together comprise the Agreement between KGISS and the Client. Unless agreed to otherwise in writing by KGISS, the Agreement applies to all dealings and Transactions between KGISS and the Client (including all Accounts, whether to margin facilities, electronic trading, Direct Market Access or any Sponsored Access or otherwise), as well as services provided by KGISS or such parties as may be approved by KGISS for the purposes of the Client's trading in securities and such other transactions as KGISS may from time to time approve to be traded, including but not limited to all DMA Services. Notwithstanding that the Client may not have executed all necessary documents to open the Account, the Client shall be deemed to have accepted the Agreement in its entirety by instructing KGISS to undertake any Transaction.

本条款和条件必须与下述文件一起阅读：与条款规定的申请表格、指导和警示、KGISS CAR和/或CKA文档、与任何事务，特别是有关交易的条款和条件，以上均可能不时修改、补充或更换，且其等合起来构成KGISS和客户之间的协议。除非KGISS另有书面同意，本协议适用于所有KGISS和客户之间的交易(包括所有账户，不论是否是保证金账户、电子交易账户、直接市场接入账户或证券机构访问权限账户等)，以及为了客户的证券交易等事务KGISS可能不时提供或同意由其他方提供的服务，包括但不限于所有DMA服务。尽管客户可能没有签署所有开户所需的文件，但客户应被视为已通过指示KGISS进行任何交易而完全接受了协议。

2A.2 In the event and to the extent of any conflict or inconsistency between the Agreement and the Applicable Laws, the Applicable Laws shall prevail.

在本协议与适用法律、法规之间存在冲突或不一致的情况下，优先遵循适用的法律、法规。

2A.3 The Client's relationship with KGISS, the operation of all Account(s), the provision of all services and the implementation of all orders shall be subject at all times to applicable statutes, laws and regulations and, to the fullest extent permitted by applicable statutes, laws and regulations, to the Agreement. KGISS may take or refrain from taking any action whatsoever and the Client shall do all things required by KGISS in order to procure or ensure compliance with applicable statutes, laws and regulations.

客户与KGISS的关系、所有账户的操作、所有服务的提供以及所有订单的执行，都应始终遵循适用的法律和法规，并在适用的法律和法规允许的范围内达成协议。KGISS可能会采取或避免采取任何行动，而客户应配合KGISS完成相应工作，以获得或确保遵守适用的法律和法规。

2A.4 Unless otherwise agreed by KGISS in writing or as otherwise stated in the Agreement, KGISS does not and is not willing to assume an advisory, fiduciary or similar role(s) or other duties or act as investment adviser to the Client. KGISS assumes, and relies on the assumption, that the Client has taken and/or will take the necessary independent legal, tax, financial and other advice in relation to any Account or before entering into any Transaction. KGISS will assume that the Client has read and is agreeable to the relationship disclosures disclosed in the Agreement and as part of any risk disclosures to the Client.

除非KGISS在书面上或在本协议中另有说明，KGISS并不也不愿意承担任何顾问、受托人或类似的职责或其他职责或作为客户的投资顾问。KGISS假设，基于此假设，在进入任何交易之前客户已经取具和/或将取具与任何账户有关的必要且独立的法律、税收、金融和其他建议。KGISS将假设客户已经阅读并同意在本协议中披露的关系信息，并作为任何给客户风险信息披露的一部分。

**2B. Client Representations and Warranties 客户声明与保证**

The Client hereby represents and warrants, in addition to the representations and/or warranties given in the Account Application Form to open account(s) with KGISS, that (which representations and warranties are deemed to be repeated each time an instruction is issued):-

客户在此声明和保证，除了在帐户申请表格中与KGISS开立账户的陈述和/或保证(声明和保证在每次发布指示时被认为是重复的):-

(a) The Client has the power and capacity to enter into, execute, deliver and perform its obligations under the Agreement and such obligations are valid and binding on the Client and are enforceable in accordance with the respective terms.

客户有能力有能力进入、执行、交付和履行其在本协议下的义务，这些义务对客户是有效的和有约束力的，并按照各自的条款执行。

(b) The entry into, execution and delivery of the Agreement does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation or any order, injunction, decree award or condition of any government, public body, judicial, administrative or organization presently having jurisdiction over the Client or the assets and money to be credited into the Client's Account, or (iii) result in the breach of or would constitute a default under any agreement to which the Client is a party or a surety, in particular under any agreement relating to any loan, mortgage, bond, deed, guarantee or flawed asset arrangement. Without detracting from the generality of the foregoing, the Client also represents and declares that any and all funds and assets placed by the Client with KGISS, and profits that may accrue from its use are placed and will be dealt with in full compliance with the Tax Laws of the jurisdiction where the Client is either domiciled, a resident or deemed citizen of or deemed resident in employment, engages in any business or trade, of which the Client is a citizen or permanent resident, and/or which are otherwise subject to;

签署、执行和交付本协议不会(1)存在需要任何人的同意或批准而尚未获得的情况;(2)违反任何适用法律或法规或任何命令、禁制令、任何对客户或对客户帐户内的资产及资金有管辖权的政府、公共机构、司法、行政或组织的法令或条件、或(3)导致违反任何客户是一方当事人或保证人的协议或构成违约，特别是与任何贷款、抵押、债券、契约、保证或资产安排相关的协议。在不影响前述一般性条款之下，客户也声明任何存放在KGISS的资金和资产，包括其所产生的利润，将完全符合客户居住、属于居民，被认定为公民或就业，从事任何商业或贸易的居民，或客户是公民或永久居民所在地的税收法律、和/或;

(c) All information supplied by the Client in connection with the Agreement, financial or otherwise, is true, complete and accurate in all material respects and shall

remain true, complete and accurate;

客户提供的与本协议、财务或其他方面有关的所有信息，在所有主要方面都是真实、完整和准确的，并将保持真实、完整和准确；

(d) No Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Client entering into the Agreement;

没有发生违约事件，或由于时间的推移或发出通知，或两者的缘故，已发生违约或正在继续或因为客户签署本协议而发生；

(e) The Client has received, read, understand and accept that the scope of services available to the Client will, where the Client is a Retail Singapore Client, vary depending on whether the Client is transacting or intending to transact in an SIP or EIP. The Client confirms to have read and understood the contents of KGISS' **Guide And Cautionary Notes in Applying For/Continuing With An Account with KGI Securities (Singapore) Pte. Ltd.**; and accepts the conditions and limitations for each and every service available to the Client whether transacting or intending to transact in an SIP or an EIP;

客户已经收到、阅读、理解并接受在客户是新加坡散户的情况，可提供客户的服务范围取决于客户是已在交易还是正打算交易SIP或EIP。客户确认已阅读并了解了KGISS“在KGISS申请/继续帐户的指南和警示说明”的内容，并接受提供客户的每一项服务的条件和限制，无论是已在交易还是正打算交易SIP或EIP；

(f) Any order /instruction, with the sole exception of orders/instructions placed consistently and in accordance with, where applicable, Paid Advice or Guided Advice (given where you had provided all relevant information to KGISS to enable such Paid Advice or Guided Advice to take into account the Client's financial resources, ability and willingness to take relevant risks and financial objectives), or any other dealings in the Account(s) is solely and exclusively based on the Client's own judgment and after its own independent appraisal and investigation into the risks associated with such orders/instructions and its own independent determination of the order/instruction being specifically suitable for the Client based on its own assessment of its financial resources, ability and willingness to take relevant risks and financial objectives; and

仅仅除非订单/指令具有一致性并且依据付费建议或指导建议(你提供了所有相关信息给KGISS使其能考虑客户的金融资源、能力、承担相关风险的意愿和财务目标提供这样的付费建议或指导建议)，任何订单/指令，或任何其他账户内的交易都是仅基于客户根据其自己其财务资源、能力和承担相关风险的意愿和财务目标的评估，透过自身的判断和独立评估和调查相关风险并独立确认订单/特别适合于该客户的结果；和

(g) The Client has read, understood and accepted the terms of KGISS's provision of Services to the Client as described in KGISS's **Guide and Cautionary Notes in Applying For/Continuing With An Account with KGISS**; and therefore that where the Client is not a Retail Singapore Client, and except in relation to Paid Advice, the Client agrees and accepts that KGISS provides the Client solely with execution only services for and with respect to all Client's transactions with or through KGISS. As such, the Client also accepts that nothing said or provided to the Client, other than generally circulating advice and/or recommendations that may be provided to our clients generally (and then subject to their accompanying disclaimers and qualifications), is to be regarded as advice or recommendation at all; and the Client has sole responsibility for determining the merits or suitability of any and all transactions that the Client may enter into with or through KGISS.

客户已阅读、理解并接受了KGISS向客户提供服务的条款，如“在KGISS申请/继续帐户的指南和警示说明”的内容；因此，如客户不是新加坡散户，除了与付费建议有关，客户也同意并接受KGISS仅为客户并与或通过KGISS的所有客户交易提供执行服务。因此，客户也接受，除了通常提供给客户的一般的建议之外(仍受制于其附带的免责声明和条件)，没有任何向陈述或提供给客户的，应被视为建议；客户有完全责任确定与或通过KGISS进行的所有交易的实质及适应性。

### 3. Transactions交易

3.1. The Client or any of its Authorised Persons may request KGISS orally or in writing to buy or sell or otherwise deal with Securities or deal with monies in the Account(s) or perform any other Transaction relating to the Account(s).

客户或其授权人士可向KGISS口头或书面要求购买或出售或以其他方式处理证券，或处理与该帐户有关的任何其他交易。

3.2. The Client shall be fully responsible and liable for any and all (a) acts and omissions of its Authorised Person(s) and (b) instructions and/or communications given by or purportedly given by an Authorised Person(s) on the Client's behalf so long as KGISS reasonably believes such instructions and/or communications to be genuine. KGISS shall be entitled to assume that any such Authorised Person is fully authorised to act on the Client's behalf and KGISS is requested and authorised to rely upon and act in accordance with any instruction or communication which may from time to time be or purport to be given by the Authorised Person(s) on behalf of the Client. KGISS shall be entitled to treat such instruction or communication as fully authorised and binding upon the Client and KGISS shall be entitled (but not bound) to act on or carry out such instruction or communication and to take such steps in connection with or in reliance upon such instruction or communication as KGISS may in good faith consider appropriate. For the avoidance of doubt, KGISS shall not be obliged to verify with the Client or any other person the instructions or communications given by or purportedly given by the Authorised Person(s) purportedly on behalf of the Client.

客户应完全负责和承担所有(a)任何被授权人的行为和不为；(b)由或据称由被授权人代表客户所提出的指令和/或通讯，只要KGISS合理相信这样的指令和/或通讯是真的。KGISS有权认为任何这样的被授权人有代表客户行为的充分授权，且KGISS被要求并有权依赖或依照任何可能不时或声称由被授权人代表客户所作的指令或通讯。KGISS有权视此等指令或通讯业经充分授权，对客户有约束力，且KGISS有权(但无义务)采取KGISS基于善意认为合适的行动或执行这些指令或通讯。为免疑义，KGISS不应被要求与客户或任何其他据称代表客户发出的指令或通讯的任何人或被授权人进行核实。

3.3. KGISS shall be entitled to perform any Transaction relating to the Account, including without limitation buying, selling or otherwise dealing with Securities or dealing with monies in the Account upon the oral or written instructions of the Client or Authorised Person, but KGISS shall be under no obligation to give effect to any such instructions and shall be entitled, at any time at its absolute discretion and without assigning any reason, to refuse to carry out any such instructions. The Client acknowledges and agrees that KGISS shall not be responsible or liable for any losses, damages, costs and/or expenses suffered or incurred by the Client arising from, in connection with or as a result of any refusal or any partial execution of any instruction by KGISS acting in good faith.

KGISS有权执行任何有关账户的交易，包括但不限于依据客户或被授权人口头或书面指示购买、出售或以其他方式处理账户内的证券或资金，但KGISS没有义务执行任何此类指示，且有权在任何时间依其绝对酌情决定权，不附任何理由，拒绝执行任何这样的指令。客户承认并同意KGISS不负责或承担任何因KGISS依其善意拒绝或执行部分指令使客户遭受的损失、损害、成本和/或费用。

3.4. KGISS may at its sole discretion do whatever it considers necessary or desirable in providing its services to the Client including the employment of or placing orders with any agent, Custodian, correspondent, broker, dealer, client or company, whether or not associated with KGISS, to perform all or any part of KGISS' duties as it deems appropriate for the purpose of effecting any Transactions on the Client's behalf.

KGISS在提供服务给客户时，为代表客户执行任何交易的目的，可能依其决定做任何他认为必要或妥适的行为，包括向任何代理人，託管人，经纪商，交易商，客户或公司下订单，以履行KGISS全部或一部分的职责。

3.5. Unless the Client specifically requests and such request is accepted by KGISS, orders relating to Securities given by the Client are good only for the Business Day of the relevant exchange or market in which such order is given and shall thereafter lapse at the end of such Business Day.

除非客户特别要求并经KGISS所接受，否则客户提供与证券有关的订单只适用于相关交易所或市场的营业日，该订单将在该交易日结束时失效。

3.6. The Client acknowledges and accepts that when placing orders for Securities, there will be times when a quoted price will change prior to the execution of the trade due to market circumstances and that not all orders will be executed chronologically, in the order in which they were placed. The Client acknowledges and accepts that when placing orders for Securities, the quoted price is only indicative in nature, and does not represent the confirmed transacted price. In such circumstances, The Client acknowledges and agrees that KGISS shall not be responsible for any step taken or reliance made by the Client based on or with reference to such indicative quoted price and KGISS does not accept any liability for any loss or damage arising from, in connection with or as result of any



reliance thereon.

客户承认并接受, 当买卖证券时, 将会有一段时间, 由于市场情况, 报价在交易执行前会发生变化, 并不是所有的订单都按时间顺序执行。客户承认并接受所报价格仅供参考, 不代表已确认的交易价格。在这种情况下, 客户承认并同意KGISS不就客户基于参照这样的指示性报价采取的任何步骤或依赖负任何责任, 且KGISS不赔偿任何因此产生的损失或损害。

- 3.7. Without prejudice to the foregoing, KGISS may, at its absolute discretion and in accordance with the applicable Rules, debit the Client's orders to purchase any Securities to the Client's suspense account or a general suspense account until completion if such orders are unlikely to be completed during a Business Day. The Client agrees that KGISS is entitled to treat all outstanding positions in the Client's suspense account, or such outstanding positions in the general suspense account as allocated to the Client in a manner that KGISS believes is fair and equitable, as belonging to the Client and not KGISS.

在不影响上述的情况下, 如果交易订单无法在一个营业日内完成, KGISS可根据其绝对酌情权, 按照适用的规则, 将客户的任何有价证券, 从客户的暂存账户或一般暂存账户中扣除, 直到交易完成。客户同意, KGISS有权将在客户的暂存账户或一般暂存账户中中的所有未结头寸, 以KGISS认为公平合理的方式视为已分配给客户。

- 3.8. KGISS may in certain circumstances have accepted principal responsibility and/or liability to another broker in a foreign jurisdiction as it deems desirable, necessary or expedient to effect the Client's Transactions. Accordingly, the Client hereby acknowledges and consents to the fact that any Securities and/or Derivatives (which as between KGISS and the Client are to be regarded as purchased by the Client) may or will be regarded by any and/or every such broker as being the Securities and/or Derivatives purchased by KGISS for itself. This may in some instances result in prejudice to the Client. For example, in certain circumstances the Client's Securities, Derivatives or properties may be used to satisfy obligations of KGISS or other Clients of KGISS. The Client accepts that this is a necessary risk of dealing in such jurisdictions through KGISS.

在某些情况下, KGISS在其认为妥适的、必要的或权宜之计的情况下, 已经接受了在外国管辖范围内对另一个经纪人的主要责任和/或责任以执行客户的交易。因此, 客户在此承认并同意, 任何证券或衍生品(如KGISS和客户之间被视为由客户购买)可能或将被视为是由KGISS所购买。在某些情况下, 这可能会对对客户有所不利。例如, 在某些情况下, 客户的证券、衍生品或财产可以用来满足KGISS或其他客户的义务。客户承认, 这是通过KGISS在此类司法管辖区交易的必要风险。

#### 4. Commission and Charges 佣金和费用

The Client shall pay all applicable commissions, fees, charges and duties in respect of each Transaction as prescribed by KGISS and as KGISS may establish from time to time in accordance with the relevant Rules, including without limitation goods and services tax or other value added tax (by whatever name called) in connection with or relating to the Agreement and each Transaction.

客户应支付就每笔交易依KGISS所订的所有适用的佣金, 费用, 款项和税捐。KGISS可以不时按照有关规定, 包括但不限于商品及服务税或其他增值税(无论名字为何)制定与本协议及每笔交易有关的该等佣金, 费用, 款项和税捐。

#### 5. Applicable Rules 适用规则

Without prejudice to the generality of paragraph 2A.3, all Transactions by the Client on or for any Account must be made in accordance with and subject to all applicable statutes, laws and regulations governing the Transactions (including, without limitation, where applicable, the statutes, laws, regulations, rules, by-laws and regulations of such other jurisdiction, exchange or market, depository or clearing system where or through which the Transactions are effected, and including, for the avoidance of doubt, the Applicable Laws) and the customs and practice of KGISS. KGISS may do or cause to be done any act or thing in order to prevent or remedy a breach of all such Applicable Laws, and other applicable statutes, laws and regulations governing the Transactions and the Client hereby agrees that KGISS shall not be liable for any loss, damage, costs, charges and/or expenses suffered or incurred by the Client as a result of any changes in such Applicable Laws and/or applicable statutes, laws and regulations.

在不影响第2A.3条一般性规定的前提下, 任何客户就其账户的所有的交易必须符合和遵守所有适用的法律、法规(包括但不限于其他管辖区域, 交易所, 或市场、保管机构或清算系统因执行交易而适用的法律、法规、规则、章程和规定, 包括适用法律)和KGISS的惯例。KGISS可能采取任何行为或措施以防止或补救对适用法律及其他法令的违反, 客户同意KGISS无须承担客户因此遭受的任何损失, 损害, 成本, 费用。

#### 6. Payments 支付

- 6.1. The Client shall on demand pay to KGISS such sums of money to enable KGISS to discharge any liability incurred or to be incurred in connection with Transactions effected or to be effected for the Account(s), and shall on demand reimburse KGISS all costs, charges and expenses incurred by KGISS in connection therewith including legal costs on a full indemnity basis.

客户应于受到请求时, 支付KGISS所要求的款项, 以使KGISS能履行与执行帐户下交易有关的任何责任, 客户并应依请求偿还KGISS因此所生的所有成本, 款项和费用, 包括基于全面赔偿基础的法律成本。

- 6.2. KGISS may at its discretion from time to time require the Client to place with KGISS a deposit in respect of which no interest shall accrue or be payable by KGISS, a sum equivalent to the value of Securities to be purchased under the Account(s) and, if so required the Client shall place such a deposit with KGISS, failing which KGISS shall be entitled to refuse to carry out the Client's instructions.

KGISS得不时依其自由裁量权要求客户提出相当于拟购买证券价值的订金, 该笔款项将不计息, 如客户因此被要求, 客户应遵照办理, 否则KGISS有权拒绝执行客户的指示。

- 6.3. All payments to be made by the Client to KGISS under the Agreement or in respect of any Transaction hereunder, shall be made to KGISS free and clear of and without deduction or deferment in respect of any demand, set-off, counter claim or other dispute or in respect of any withholding or other taxes, duties or levies of any nature. If the Client is required by any applicable law to make any deduction or withholding from any amount payable to KGISS under the Agreement or in respect of any Transaction hereunder, the Client shall increase the amount payable so as to ensure that KGISS receives and its entitled to retain, after such deduction or withholding, a sum which KGISS would have received and be entitled to retain had that deduction or withholding not been required.

所有根据本协议或与交易有关应由客户支付给KGISS的款项应当没有必须是无带有任何负担的资金, 且不能有任何扣除, 抵销, 反索赔, 争议, 预扣, 或税捐。如果客户依据任何适用法律必须做出任何扣除或预扣, 客户应增加应付金额, 以确保在进行扣除或预扣后KGISS收到的净额, 等于在没有该等扣除或预扣时KGISS应收的金额。

#### 7. Interest and Costs 利息和成本

The Client agrees to pay interest on all amounts owed by the Client to KGISS after as well as before judgment at such rate or rates and on such periodic rests as KGISS shall determine from time to time, from the due date of payment of such amounts until receipt of payments thereof by KGISS.

客户同意按KGISS不时确定的利率和周期, 在判决前后支付其应支付KGISS的所有到期款项从到期日到KGISS收到付款这段时期的利息。

#### 8. Default 违约

All amounts owing by the Client to KGISS together with interest will become immediately due and payable without any notice or demand upon any one of the following events of default:-

如果出现以下任何一种情况，客户积欠凯基的所有款项包括利息将会在不需任何通知或要求下即时到期及需要清偿：

- (a) if, in KGISS's opinion, the Client has breached any material term of this Agreement or defaulted in respect of any Transaction with or through KGISS;
- (b) if any representation, warranty or undertaking to KGISS was when given or hereafter becomes incorrect in any material respect;
- (c) for compliance with any rules or regulations of any relevant exchange or clearing house;
- (d) in the event of the Client's death or being declared incompetent or a petition in bankruptcy is filed by or against the Client or an order is made or resolution passed for the Client's voluntary or compulsory winding up or a meeting is convened to consider a resolution that the Client should be so wound up; or
- (e) any warranty or order of attachment or distress or equivalent order is issued against any of the Client's accounts with KGISS;
- (a) 如果KGISS认为客户已经违反本协议的任何主要条款，或客户与KGISS的交易中客户出现违约；
- (b) 客户向KGISS作出的任何陈述、保证或承诺在作出时在要项上已属不正确或在其后在要项上变成不正确；
- (c) 为遵守任何有关交易所或结算所的规则或规例；
- (d) 当客户去世或被宣佈失去能力或客户本身或有人向客户作出破产或清盘声请，或就客户的自愿或强制清盘已作出命令或已通过议决案，或已召开会议审议一项指称客户应以清盘的议决案；或
- (e) 有人向客户在KGISS的帐户发出财物扣押令或类似的命令；

and upon the occurrence of any of such events, KGISS shall be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to KGISS, forthwith to:

及当在出现以上任何一种情况，KGISS将会拥有绝对酌情权，在无需给予通知或要求及在不会影响其拥有的任何其他权利或补救方法的情况下，即时：

- (i) sell or realize all or any part of the Client's property held by KGISS in such manner and upon such terms as KGISS may conclusively decide and satisfy the Client's obligations and indebtedness towards KGISS out of the net proceeds (with fees, expenses and costs deducted) thereof;
- (ii) cancel any open orders for the purchase or sale of securities;
- (iii) sell any or all securities long in the Account;
- (iv) buy any or all securities which may be short in the Account; and/or
- (v) exercise any of its rights under this Agreement.
- (i) 将KGISS所持有属于客户的财产的全部或部分，以其最终决定的方式及条款加以出售或变现，并将所得的淨款项（扣除有关费用、开支及成本后）用以履行客户对KGISS应尽的义务或偿还客户积欠KGISS的款项；
- (ii) 取消任何仍未执行的证券买卖盘；
- (iii) 将客户帐户中的证券长仓的全部或部分出售；
- (iv) 买入证券以填补客户帐户中的全部或部分证券短仓；及/或
- (v) 行使其在本协议之下的任何权利。

## 9. Set-Off抵销

9.1 The Client hereby authorises KGISS to keep all amounts due to the Client, including sale proceeds and contra gains, in the Client's account and utilize the monies to set off against any purchases or contra losses and expenses thereby incurred or such other amounts owing by the Client to KGISS.

客户在此授权KGISS可以保留客户的帐户中所有款项，包括销售所得和对敲收益，并利用这些款项，以抵销对任何买卖价款或对敲损失或客户积欠KGISS的其他金额。

9.2 KGISS shall be entitled for itself or as agent for its affiliates, without notice to the Client, to set-off any amount owing by the Client to KGISS and/or affiliates of KGISS against any amount standing to the Client's credit under the Account and any money payable by KGISS to the Client whether such amounts are incurred under or pursuant to the Account or otherwise, are actual or contingent or in a currency different from the currency in the Account or the currency of the amount payable to the Client by KGISS.

KGISS有权无需通知客户，以客户账户下的余额及KGISS应支付客户的任何金额抵销任何客户在其或其关联企业的欠款，不论该账户下或以其他方式是否产生上述金额，无论是或有或实际的，或在不同账户中的货币或不同货币。

9.3 KGISS shall be entitled to convert all amounts (if denominated in any currency other than Singapore dollars) to be set-off under this paragraph 9 to Singapore dollars at such exchange rates as KGISS may prescribe from time to time.

KGISS有权将依据本第9条用以抵销的金额(以新加坡元以外的任何货币计价)按照KGISS不时规定的汇率转换为新加坡元。

## 10. Liability and Force Majeure责任和不可抗力

10.1 KGISS shall not be liable to the Client for any default in performance of its obligations hereunder or any loss or damage suffered by Client directly or indirectly arising from or due to any events or circumstances beyond KGISS's control, including (without limitation) acts of God, riot, civil strike, labour disputes, explosions, suspension of trading, war, natural disaster, governmental restriction, breakdown or failure of transmission, communication or computer facilities, industrial action, or the failure of any relevant correspondent, Custodian or other agent or principal of KGISS, or any depository, dealer, exchange, clearing house or regulatory or self-regulatory organisation, to perform its obligations for any reason.

KGISS概不负责因履行本协议义务而造成的损失或者由于任何KGISS无法控制的事件或情况导致客户直接或间接遭受的任何损失或损害，该等事件或情况包括(但不限于)天灾、暴动、公民罢工、劳资纠纷、爆炸、暂停交易、战争、自然灾害、政府限制、故障或失败的传播、通信或计算机设备、工业行动，或任何KGISS的相关通讯行，托管人、代理人，或其任何託管机构、交易商、交易所、结算所或监管或自律组织的失误。

10.2 Without prejudice to the generality of the foregoing, KGISS shall not be liable to the Client for any loss or damage that the Client may suffer (i) due to acts, omissions or failure of KGISS (or any of its employees or agents) to execute or perform any Transactions which KGISS is authorised to do under the Agreement or pursuant to any instructions from the Client and/or the Authorised Person, (ii) in respect of any advice or opinion which may be given to the Client, (iii) in respect of any entry, or omission to make any entry, in the Account which may be made or required to be made or otherwise in connection with any instructions from the Client or the Authorised Person, or (iv) arising in any manner whatsoever from the holding of Securities by KGISS and/or Custodian for or on the Client's behalf (whether for safekeeping or any other purpose whatsoever), including, without limitation, loss or destruction of any such Securities.

在不影响上述一般性原则的前提下，KGISS概不负责客户可能遭受的任何损失或损害，如果该等损失或损害是(i)由于KGISS依本协议有权或依客户或其被授权人的指示执行任何交易的行为、遗漏或失败，(ii)有关任何给予客户的建议或意见，(iii)有关任何在帐户内依客户或其被授权人的指令应进行的输入或漏未输入，(iv)因KGISS和/或托管人代表客户(无论是保管或任何其它目的)所持有的证券所生，包括但不限于任何此类证券的损失或破坏。

## 11. Trust Account - Interest Bearing信託账户-利息

The Client acknowledges and is aware that the Client is entitled to the interest (if any) earned from all amounts standing to the credit of the Client in a trust account maintained by KGISS for the Client. The Client further acknowledges that it would be administratively and operationally difficult, if not impossible (in view of constant fluctuation of the aggregate balance in such account), to account separately for each of KGISS's Clients the interest due (if any) on such amounts standing to their credit in the trust account as interest will be received on a lump sum basis. In any event, it is also acknowledged and accepted that such exercise

would be likely to cost more than any interest earned. In these circumstances, the Client agrees to waive and relinquish in KGISS's favour all claims for Interest that may otherwise accrue with respect to such amounts standing to the Client's credit in the trust account. The Client by applying to open an account with KGISS and be a client of KGISS and/or accessing or using any of KGISS's services shall therefore be deemed to have agreed (and KGISS will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. KGISS may however at its sole and absolute discretion from time to time pay interest as it may determine to the Client in relation to such Client's monies after taking into the account any withholding tax and any administrative expenses incurred by KGISS in maintaining the Trust Account and Client agrees and acknowledges that any interest paid by KGISS to the Client may be less than that received by KGISS.

客户确认并意识到其有权在KGISS为其维护的一个信托账户中获得所有金额的利息(如果有的话)。客户进一步承认,考虑到帐户总余额的经常性波动,对于每个KGISS客户的一次性收息的信托账户,若完全遵循信用原则分别计提其帐户中金额的到期利息(如果有的话),并非不可能但会存在管理上和操作上的困难。在任何情况下,这样的做法所需的成本可能比获得的利息还高。在这种情况下,客户同意放弃对该等利息的权益主张。客户通过申请与KGISS开立账户,并成为KGISS的客户,或使用KGISS的任何服务,应被视为同意(KGISS将并在实质上依赖于该协议的有效性),视为已同意此项放弃。然而在考虑到任何预扣税和任何维护信托账户的行政费用后,KGISS仍可能依其唯一和绝对的自由裁量权不时地支付利息,客户同意并承认,任何由KGISS支付给客户的利息可能小于KGISS所收到的利息。

## 12. Trust Account – Custodian 信托账户——托管人

The Client hereby authorizes and directs KGISS and/or through KGISS to the Custodian that any money standing to the credit of an Account denominated in Singapore dollars shall be held in a trust account maintained by KGISS and/or Custodian with one or more banks in Singapore. The Client hereby authorizes and instructs KGISS and/or through KGISS to the Custodian that any money standing to the credit of an Account which is not denominated in Singapore dollars may be held by KGISS and/or Custodian, at its discretion, in a trust account maintained by KGISS and/or Custodian for the Client with a financial institution outside Singapore, which is licensed, registered or authorized to conduct banking business in the country where the account is maintained. The Client hereby agrees that all monies held by KGISS or the Custodian (whether with a bank in Singapore or a financial institution outside Singapore as aforesaid) may be held on a commingled or aggregated basis with all monies held by KGISS or the Custodian for other Clients of KGISS.

客户在此授权和指示KGISS和/或通过KGISS向托管人表示,任何以新加坡元计价的账户的款项都应由KGISS和/或托管人存放于与位在新加坡的一个或多个银行所开立的信托账户中。客户特此授权和指示KGISS和/或托管人,非以新加坡元计价的款项可由KGISS和/或托管人,依其自由裁量权,存储于开立在新加坡境外的银行的信托账户内。客户在此同意, KGISS或托管人(无论是在新加坡的银行还是新加坡以外的金融机构)所持有的所有货币,都可以由KGISS或托管人为KGISS的其他客户所持有的所有货币进行混合。

## 13. Risks Disclosure 风险披露

13.1 The Client is aware of the risks involved in trading in Securities including foreign exchange risks and acknowledges in particular that his orders placed with KGISS's representatives and Transactions done have been placed and done after exercising his own independent judgment and without relying on any recommendation or advice from KGISS or any of KGISS's representatives. The Client acknowledges that all trading information, price quotations or trade reports given to the Client may be subject to change and error as well as delays in reporting and that reliance on such information is at the Client's sole risk.

客户意识到参与证券交易的风险包括外汇风险,并承认其向KGISS代表所下的订单和已完成的交易是基于自己独立判断后所作,并未依赖KGISS或其任何代表的任何推荐或建议。客户承认, KGISS向客户提供的所有交易信息、报价或交易报告可能会发生变化、错误,以及报告的延误,以及客户应自行承担对这些信息的依赖。

13.2 The Client hereby agrees and acknowledges that in the event the Client directs or instructs KGISS to carry out any Transaction on the Client's behalf on an exchange or other market on which such transactions are effected in a foreign currency, unless the Client indicates to the contrary at the time of the giving of instructions to carry out any such Transactions, all such Transactions shall as between KGISS and the Client be settled in Singapore Dollars at a rate of exchange determined by KGISS in its sole discretion on the basis of the then prevailing rates of exchange between such currencies.

客户在此同意并确认,如客户同意KGISS以其名义在交易所或其他市场进行任何交易,因此类交易是以外币交易,所以,除非客户在发出指令进行此类交易时有相反指示,所有此类交易应依KGISS基于当时相关货币的市场利率所自行决定的利率以新加坡元结算。

## 14. Indemnity 赔偿

14.1 The Client hereby agrees to indemnify and hold harmless KGISS in full and upon demand from and against all actions, claims, liabilities, losses, damages, costs and expenses (including without limitation legal fees and costs on a full indemnity basis) whatsoever arising directly or indirectly out of (a) any action taken (or omitted to be taken) in good faith by KGISS pursuant to any instruction, notice or request by the Client and/or the Authorised Person or pursuant to the Agreement; (b) claims of third parties which may be brought or asserted in respect of any Securities deposited with KGISS, or against KGISS by reason of its holding or having received or held such Securities from the Client under or pursuant to the Agreement or (c) the enforcement of any of the Client's obligations and liabilities under the Agreement and/or the recovery of any sums owed by the Client under or relating to the Agreement.

客户特此同意完全赔偿并使KGISS免于一切行动,索赔,责任,损失,损害,成本和费用(包括但不限于全额赔偿的法律费用和成本),无论是直接或间接因下列所致:(a)任何KGISS依据客户及/或被授权人或本协议善意采取或未采取的行为;(b)第三方就存放于KGISS的证券,或基于KGISS依本协议收到或持有此等证券的主张;(c)执行客户在本协议下的义务及责任,及/或就客户在本协议之下积欠款项的取偿。

14.2 The Client hereby acknowledges and agrees that where KGISS uses another broker to execute the Client's orders, KGISS may have to accept sole and principal responsibility to the relevant broker for the executed order, notwithstanding that as between the Client and KGISS, KGISS is in fact acting solely as the agent of the Client. Accordingly, the Client shall indemnify, and keep indemnified and hold harmless, KGISS against any and all acts and things taken and done by KGISS in good faith as KGISS deems necessary, desirable or expedient to ensure that KGISS will not be in default of its said principal obligation or responsibility to such broker. The foregoing right of KGISS will apply even though as between the Client and KGISS, the Client may be in actual or anticipatory default. The foregoing indemnity in favour of KGISS is in addition to any other right that KGISS may have hereunder, under law, by statute, in equity or otherwise.

客户在此确认并同意,如KGISS使用另一个经纪人执行客户的指令,KGISS可能必须接受唯一且主要对于该相关经纪人的责任,尽管在客户和KGISS之间,KGISS实际上是客户的代理人。因此,客户应赔偿,并使KGISS免于,KGISS为了确保KGISS不会违反对该经纪人的主要义务或责任,认为必要或合宜且基于善意所采取的行为所致的损害。KGISS前述权利在即使客户和KGISS之间,客户可能实际或预期构成违约的情况仍有适用。上述赔偿是KGISS根据法律,法规,衡平法或其他法律享有的权利的额外救济。

## 15. Disclosure 披露

15.1 The Client has no objection and hereby irrevocably authorises and consents to the disclosure by KGISS of any information and/or particulars relating to the Client and/or the Account and/or any Transaction to KGISS's related companies (if any) and/or upon the demand, order or request of the SGX-ST (or any relevant stock exchange) or any government authority, or under or pursuant to any applicable Rules, laws and regulations or requirements prevailing and/or amended hereafter or customs of any exchange or market and/or centralised depository or clearing house, without any notice to or consent from the Client. The Client is aware that such information and/or particulars shall then be available to and accessible by all SGX-ST member companies. The Client warrants on a continuing basis that all information relating to the Account is correct and accurate and that the Client is the beneficial owner of all Securities purchased under the Account.

客户没有异议,特此不可撤销地授权和同意KGISS,在毋庸通知客户或经客户同意的情况下,披露任何与客户和/或账户和/或交易有关的信息和/或详情给KGISS的关联企业(如有),并依新加坡证券交易所(或任何相关证券交易所)或任何政府机关的命令或请求,或根据任何适用法律、法规或规则,或任何交易所或市场和/或集中保管或结算所的惯例进行披露。客户意识到所有新加坡证券交易所的会员均可获此信息和/或详情。客户将持续确保所有与该帐户有关的资料正确无误,且客



户是所有在该帐户下购买的证券的实益拥有人。

15.2 As KGISS is FATCA-compliant in Singapore, KGISS is required to provide information on U.S. reportable accounts to the Competent Authority of Singapore under the Model 1 Intergovernmental Agreement ("IGA"). Subsequently, the Competent Authority will report the information to the IRS under the terms of the Singapore Model 1 IGA. The Client irrevocably consents to all and any such disclosure required by the law and shall not hold KGISS liable for any loss incurred/damage suffered directly or indirectly as a result of such disclosure by KGISS.

由于KGISS在新加坡遵循“FATCA”，KGISS被要求在“第1类政府间协议”(“IGA”)的基础上向新加坡主管当局提供有关美国reportable账户的信息。随后，主管当局将根据新加坡第1类IGA的条款向IRS报告这些信息。客户不可撤销地同意一切及任何按照法律所为此类披露，而不追究KGISS因其披露而直接或间接导致的损失的赔偿责任。

15.3 The Client notes that KGISS is required under the Rules to report delinquent accounts and disputed accounts as defined therein to the SGX-ST. In such instances KGISS may be obligated to disclose particulars of the Client's including but not limited to name, address and NRIC/Passport numbers and claim details. The Client irrevocably consents to all and any such disclosure as is required under the Rules and shall not hold KGISS liable for any loss incurred/ damages suffered directly or indirectly as a result of such disclosure by KGISS.

客户注意到，根据规定，KGISS必须对SGX-ST申报未清偿账户和有争议的账户。在这种情况下，KGISS可能有义务披露客户的详细信息，包括但不限于姓名、地址和NRIC /护照号码和索赔细节。客户不可撤销地同意所有的信息披露，并且同意不追究KGISS由于KGISS的披露导致的任何直接或间接损失的赔偿责任。

15.4 The Client hereby irrevocably authorises KGISS to disclose information relating to the Client and/or particulars relating to the Client and/ or the Accounts and/or any Transaction and/or credit standing and financial position of the Client to the Credit Bureau (Singapore) Pte Ltd (or any other credit bureau of which KGISS is a member or subscriber) and/or to any other member, subscriber and/or officer of such credit bureau and to any other person to whom disclosure is permitted or required by any statutory provision or law. Further, KGISS will be obtaining the above information about the Client from such credit bureau for the purpose of assessing the Client's creditworthiness, and the credit bureau may also disclose information obtained from KGISS to its members or subscribers to enable them to assess the Client's creditworthiness. The Client irrevocably consents to all and any such disclosure and shall not hold KGISS liable for any loss incurred/damages suffered directly or indirectly as a result of such disclosure by KGISS.

客户特此不可撤销地授权KGISS披露与客户和/或账户和/或交易和/或客户的信用和财务状况相关的信息给新加坡信用局(或任何其他KGISS是会员或订户的信用局)和/或信用局的任何其他成员,用户和/或信用局人员和其他法令允许披露的人。此外，KGISS将从信用局获得有关客户的上述信息，以评估客户的信用，而信用局也可以披露从KGISS获得的信息给其成员或订户者，使他们能够评估客户的信用。客户不可撤销地同意所有任何此类披露，并且不应使KGISS承担因KGISS的披露而直接或间接遭受的任何损失或损害的赔偿责任。

## 16. Confirmation 确认

16.1 The Client agrees to do such things which are in the opinion of KGISS necessary or desirable to ratify or confirm anything done by KGISS in respect of the Account(s).

客户同意采取KGISS依其意见认为必要或希望的行为以改正或确认KGISS对该账户所做的任何事情。

16.2 KGISS may from time to time require the Client to provide KGISS with such information or documentary proof in respect of the matters set out in the Application Form and in respect of the Account(s) and if so required, the Client shall provide such information and/or documentary proof as may be required by KGISS.

KGISS可能不时要求客户提供KGISS有关申请表内所载事项或与账户有关的信息或文件证明,如果被如此要求,客户应提供KGISS所要求的信息和/或文件证明。

## 17. Credit Check 信用核查

KGISS is hereby authorised to conduct a credit inquiry or check on the Client with any financial institution or any other agency or body for the purpose of ascertaining the Client's financial situation.

KGISS在此被授权,为了确认客户的财务状况的目的,对客户的财务状况进行信用调查,或与任何金融机构或其他机构或机构进行信用调查。

## 18. Acting as Principal and Money Laundering 当事人和洗钱

18.1 The Client hereby warrants that:

客户特此保证:

18.1.1 unless and until the Client notifies KGISS to the contrary in writing:

(a) the Client is acting as principal (and not as agent or fiduciary on behalf of any other person) in respect of the Account and all Transactions thereunder;

(b) no person other than the Client has or will have any interest in the account; and

(c) all monies which will be paid to KGISS shall come from a lawful source of activity and not any activity which is related, directly or indirectly, to any serious offence or any foreign serious offence ("unlawful activity").

除非客户书面通知KGISS相反的情况,

(a) 客户是以当事人身分(而不是作为其他人的代理人或受托人)开立账户及进行所有交易;

(b) 除客户外并无其他任何人对该账户有利益;和

(c) 将支付给KGISS的所有款项均应来自合法的活动来源,而非直接或间接与任何严重罪行或任何境外严重罪行有关的活动("非法活动")。

18.1.2 on notification that the Client is an intermediary for other persons:

(a) KGISS may require, and the Client agrees and undertakes to provide, verification of the identity of the beneficiary and such other information as KGISS may require, including but not limited to certified true copies of any authorization to act or documents that may be required for the purposes of verifying the information provided by the Client, which copies may thereafter be retained by KGISS;

(b) the Client further declares and certifies that the necessary "know-your-client" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Client that funds are from a lawful source of activity and not unlawful activity; and

(c) it is further hereby clearly agreed and understood that the provision of details of the Client's beneficiary shall not make the Client's beneficiary a client of KGISS and KGISS shall be entitled to hold the Client as the principal.

如KGISS接获客户为其他人士居间的通知:

(a) KGISS可能需要,而客户同意和承诺提供,受益人的身份验证和KGISS可能需要的其他信息,包括但不限于任何授权文件的证实副本,或为了验证客户所提供的资料真实性的文件,该等文件副本可能由KGISS保留;

- (b)客户进一步声明并证明所进行的必要的“瞭解你的客户”的检查包括但不限于受益人的身份、存在、地址和业务性质，并由客户确认资金来自合法活动来源，而不是非法活动；和
- (c)客户进一步明确表示同意并理解提供客户受益人提供的详细信息不应使客户的受益人成为KGISS的客户，且KGISS有权将客户视为当事人。

18.2 Notwithstanding paragraph 18.1 hereof, the Client hereby agrees and undertakes irrevocably and unconditionally that:  
尽管有第18.1条，客户在此同意并无条件如下：

- 18.2.1 the Client shall advise KGISS forthwith in writing of any change to any relevant particulars of the Client for the purpose of paragraph 18.1;  
因第18.1段的目的，如有有关客户详情有任何更改，客户应立即书面通知KGISS；
- 18.2.2 the Client shall disclose and furnish to KGISS any information required or deemed necessary and to the satisfaction of KGISS in a timely manner within the period specified by KGISS, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of the authorities;  
客户应在KGISS指定的期限内，无论是否出于遵守法律、法规、规章、指示和指导方针的目的，及时向KGISS披露和提供必要的信息，并及时满足KGISS要求；
- 18.2.3 the monies or funds herein are neither obtained from any unlawful source nor related to any unlawful activities;  
本协议的货币或资金既不从任何非法来源获得，也不与任何非法活动有关；
- 18.2.4 pending receipt of information by KGISS from the Client and until received and verified thereof to the satisfaction of KGISS and or the relevant authorities, KGISS shall neither be obliged to proceed with any Transactions nor take any actions in relation to any monies, funds or securities ("Assets") given by the Client and which is already in the possession of KGISS and KGISS shall be entitled (and authorized) to retain the Assets for the time being; any Assets requested to be returned to the Client shall be returned to the Client after KGISS receives satisfactory clearance from the relevant authorities; and  
在从客户收到信息且KGISS或有关当局验证满意之前，KGISS无义务进行任何交易或采取任何有关客户提供且已由KGISS保管的资金或证券(“资产”)的行动，KGISS有权暂时保留该资产；任何客户归还的资产，只在KGISS收到有关部门的满意许可后，才会返还给客户；和
- 18.2.5 in no event shall KGISS be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of KGISS's exercise of its duties required under the laws for the time being in force, in particular but not limited to its statutory duties under all applicable laws and regulations of Singapore (or other jurisdiction) for the prevention of money laundering or the prevention of financing of terrorism.  
在任何时候KGISS均不应当因其根据目前法律行使职责要求而承担任何直接、间接、间接或任何损失或，特别是但不限于依照新加坡(或其他管辖区域)有关预防洗钱和恐怖主义融资的所有适用法律和法规。

## 19. Amendment of Terms 条款修订

- 19.1 The Client agrees that KGISS may from time to time amend or change the Agreement in whole or in part by giving the Client notice of such amendments or changes. KGISS may amend or change the Agreement in whole or in part with immediate effect if the amendments and/or changes are required pursuant to applicable law, in an emergency or where it is not practicable to give advance notice.  
客户同意，KGISS在给予客户对此类修改或变更的通知后，可不时地修改或修改本协议的全部或一部分。如果该修改或变更是依照法律要求的，或因紧急情况，或实际上无法提前通知，则KGISS可以立即修改或变更本协议并使立即生效。
- 19.2 All amendments or changes shall become effective on such date as may be specified in the notice of amendment or change. The notice may be given to the Clients by exhibiting notice of the amendments or changes or making available a set of the revised Agreement in whole or in part at KGISS's premises, on KGISS's website or via publication through any media. From the date of such exhibition or publication, the Client shall be deemed to have been notified of such amended or changed Agreement and the revised Agreement shall be binding on the Client regardless of whether the Client receives actual notice of the same.  
所有修改或变更均应在修订或变更通知中规定的日期生效。该通知可以透过在KGISS办公处所提供全部或一部修改后的本协议，或通过KGISS的网站或通过任何媒体公告。自该公告之日起，客户应被视为已被告知该等修改或变更的协议，而修改后的协议将对客户具有约束力，而不管客户是否收到相同的实际通知。
- 19.3 Without prejudice to the generality of paragraph 19.2, upon each instance of the Client giving an order or instruction with respect to any Transaction with or through KGISS, the Client shall be deemed to have acknowledged, agreed and accepted the then prevailing version of the Agreement (as notified to the Client in accordance with paragraph 19.2) at the time immediately prior to the time of such order or instruction.  
在不影响第19.2条的普遍规定前提下，每当客户给予KGISS或通过KGISS给予有关交易的订单或指令，客户应被视为承认、同意并接受当时版本的本协议(如依据第19.2条通知客户的内容)。
- 19.4 If the Client does not accept any of the amendments or changes to the Agreement as notified to it in accordance with paragraph 19.2, the Client shall immediately discontinue operating the Account and/or utilising any service provided by KGISS and shall promptly close the Account. If the Client continues to operate or maintain the Account(s) and/or to utilise the services provided by KGISS on and after the date and time such amendments or changes take effect, the Client shall be deemed to have consented and agreed to the revised Agreement without reservation.  
如果客户不接受根据第19.2条通知的本协议的任何修改或变更，客户应立即停止经营该帐户并/或使用KGISS提供的任何服务，并应立即关闭帐户。如客户在该等修订或变更生效的日期和时间后继续经营或维持帐户及/或使用KGISS提供的服务，客户应视为已同意并无保留地同意修改后的协议。

## 20. Notices 通知

- 20.1 Any notice, instruction or other communication under or in connection with the Agreement may be verbal or written unless otherwise required by the Agreement or the Rules.  
除本协议或规则另有规定外，本协议项下或与本协议有关的任何通知、指示或其他通信可能是口头或书面的。
- 20.2 All notices, instructions and other communications shall be addressed to or left at the business address of KGISS and in the case of the Client, the mailing address as stated in the Application Form or as notified to KGISS by the Client from time to time. Such notice shall be delivered by hand, by post, by telex, by facsimile or other electronic means and shall be deemed to have been duly received on the same day if delivered by hand, by telex, by facsimile or electronic means or when in the ordinary course of post it would be received, if delivered by post.  
所有通知、指示和其他通信应寄至KGISS的业务地址，或如为寄发给客户的情况，应寄至客户填载在申请表上的邮寄地址，或客户不时通知KGISS的地址。此类通知应由专人递送、邮寄、通过电传、传真或其他电子手段寄发，且如果专人递送、电传、传真或电子方式寄发，应被视为当天如期收到，如果是邮寄交付则在通常可送达之日视为已收到。
- 20.3 KGISS shall have the discretion to act on any verbal instructions as it deems fit, whether or not such instructions have been confirmed in writing.  
KGISS有权根据其认为合适的任何口头指示采取行动，无论该指令是否已书面确认。

## 21. Waiver 豁免

Any forbearance or failure or delay by KGISS in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and each of KGISS's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically waived by an instrument in writing executed by KGISS.

KGISS的任何延期或延迟或未履行任何权利,权力或补救措施不应被视为放弃此项权利,权力或补救,任何单一或部分行使任何权利,权力或补救措施应不妨碍其进一步行使和该等权利、权力和补救措施,其等并继续有完整的效果,直到这样的权利,权力或补救措施经KGISS书面明确放弃执行。

## 22. Severability可分割性

If any provision of these Terms and Conditions shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not in any way affect or impair the other provisions hereof, which shall remain in full force and effect.

如果这些条款和条件的任何条款在任何适用的法律、法规下被宣布或被认定为非法、无效或不可执行的,这种非法、无效或不可执行的行为不应影响或损害本协议的其他条款,该条款将继续有效。

## 23. Communications通讯记录

23.1 The Client accepts that all telephone conversations may be recorded by KGISS and such recordings will be KGISS's sole property and consents to the use of such recordings and transcripts thereof for any purpose which KGISS deems desirable including as evidence in any dispute. Any such recording may be used in evidence and shall constitute prima facie evidence of the communications so recorded. KGISS shall not be obliged to maintain or provide copies of any recording made. The Client expressly acknowledges that copies of recordings made will be periodically erased or destroyed by KGISS in the ordinary course and the Client further acknowledges and agrees that no adverse inference whatsoever shall be drawn against KGISS on account of any unavailability of any part or whole of such recordings.

客户接受KGISS录下的所有电话通讯,这些录音将仅属于KGISS所有,客户并同意使用这些录音和译本,以达到KGISS认为可取的任何目的,包括作为任何争议的据。任何此类录音均可用于证据,并构成对通讯记录的初步证据。KGISS不需要维护或提供任何录音的副本。客户明确承认,录音的副本将基于KGISS业务通常之进行而定期删除或销毁,客户进一步承认并同意对于无法取得任何部分或整体的的录音,KGISS不承担任何责任。

23.2 Any electronic record relating to the terms and conditions of the DMA Services provided hereunder kept and/or maintained by KGISS shall be conclusive evidence of the contents thereof. The Client agrees to the admission as evidence in any court in Singapore of such electronic records maintained or kept by KGISS and any part, copy or computer output thereof, as an original document, and the Client further agrees not to challenge or dispute the admissibility, authenticity or accuracy of such electronic records or computer output thereof.

任何由KGISS保存和/或维护与本协议项下的DMA服务条款和条件有关的电子记录,应是其内容的结论性证据。客户同意承认在任何新加坡法院得引进此由KGISS维护或保存的电子记录作为证据,而任何该记录的一部,复制或电脑输出得视为作为原始文档,客户进一步同意不挑战或争执该电子记录或电脑输出纪录的证据性,真实性或准确性。

23.3 The Client acknowledges and agrees that KGISS's representatives may carry out dealing activities or otherwise operate outside KGISS's office premise and, in this respect, the Client acknowledges and agree that:

- (a) It is in the Client's own interest not to use the representative's address as mailing address for contract notes, statements and correspondences from KGISS;
- (b) The Client may give instructions to KGISS using the telephone or via the online service, unless KGISS agrees to accept other forms of communication, and such orders are subject to the Agreement;
- (c) The Client is responsible for and aware of the attendant risk attached to Transactions executed outside KGISS's office premises;
- (d) The Client understands that there might be limitations that may potentially affect the Client's customer service, service experience, including, but not limited to delays in responding to or executing an instruction or entering into a Transaction; and
- (e) The Client agrees to communicate, give instructions and/or place orders only with the representative assigned by KGISS to the Client.

客户承认并同意KGISS的代表可以在KGISS办公处以外的地方进行交易活动或其他活动,在这方面,客户承认并同意:

- (a)为了保护客户的利益,不使用KGISS代表的地址作为交易确认书、对价单和来自KGISS的信函的邮寄地址;
- (b)客户可通过电话或网上服务向KGISS提供指示,除非KGISS同意接受其他形式的通讯,且该等订单须遵守本协议;
- (c)客户负责并意识到在KGISS办公处外执行的交易附带的风险;
- (d)客户了解可能会有可能影响客户服务、服务经验的限制,包括但不限于延迟响应或执行指令或进行交易;和
- (e)客户同意仅予KGISS指派给客户的代表进行沟通、提供指示和/或下单。

## 24. Representatives 代表人

24.1 The Client confirms that in the purchase and/or sale of any Securities under the Account(s) by any representative on the Client's and/or the Authorised Person's instructions or though without their instructions but with their consent and/or authority (expressed, implied or otherwise) and/or knowledge, such representative shall be deemed to be the Client's agent whether or not such representative is deemed to be engaged or employed by the Client in law. The Client will, as between KGISS and the Client, be liable for all purchases and sales of Securities executed by the representative for the Account regardless of whether the representative would also be liable to KGISS for the same and the Client shall be liable to KGISS for all costs, expenses, damages, losses, fees, charges, rates or duties which may be incurred by KGISS in respect of all such Securities transacted. In addition, the Client confirms that in the purchase and/or sale of any Securities under the Account(s) by any representative, such representative shall be deemed to be the Client's agent and KGISS is entitled to assume that as between KGISS and the Client (i) any order said by the representative to be intended to be executed for the Client is so intended; and (ii) every order executed by the representative for the Client is the order intended to be executed by the Client.

客户确认,由任何代表人基于客户及/或其被授权人的指示,或虽然没有指示,但基于他们的同意及/或授权(明示或暗示或其他)及/或知情,在帐户下所为的证券买卖,此代表人应被视为客户的代理人,无论其在法律上是否视为或受雇于客户。客户就所有由该代表人从事的证券买卖负责,不管该代表人是否也会对KGISS负相同责任,客户应当承担KGISS因此可能产生的所有成本,费用,损失,损失,费用,利率或税捐。此外,客户确认代表人买卖证券时,这些代表人应被视为客户的代理人,且KGISS有权认为在KGISS和客户之间,(i)任何代表人所称为客户进行的订单确属实;(ii)代表人执行的每一个订单都是由客户有意执行的订单。

24.2 The Client further confirms that any representative authorised by the Client and/or the Authorised Person to collect and/or deliver share scrips and/or any other Securities purchased or sold by them shall be deemed to be the Client's agent in the collection and/or delivery of such share scrips and/or other Securities.

客户进一步确认,任何客户授权领取和/或交付股份凭证和/或其他购买或出售的其他证券的代表人和/或被授权人,均应被视为客户就领取及/或交付该等股票凭证和/或其他证券的代理人。

24.3 In the event that the Client obtains financing from a bank or other institution on an ad hoc basis, the Client authorises KGISS to deliver securities to such financing bank or institution as his representative may from time to time instruct KGISS.

当客户从银行或其他机构获得融资时,客户授权KGISS依其代表人的指示向该融资银行或机构提供证券。



24.4 No representative is authorised and every representative is in fact prohibited to waive or vary any of KGISS's rights under the terms and conditions. Neither is any of the representative allowed to accept any liability on KGISS's behalf.

任何代表人均未获授权，事实上，任何代表均不得放弃或改变KGISS在本条款和条件下的任何权利。任何代表人都不允许代表KGISS承担任何责任。

## 25. Investment Advice and Disclaimers 投资建议和免责声明

25.1 Without prejudice to paragraph 2A.4, the Client acknowledges that KGISS prohibits any of its officers, employees or representatives from giving any representations, trading suggestions, recommendations or information on KGISS's behalf under any circumstances or through any form or medium, whether by or through the Electronic Trading Service, email or otherwise that KGISS is not itself legally obliged to give. Any such representations, trading suggestions, recommendations or information if made, including without limitation those made via the Electronic Trading Service or email, must therefore be regarded as having been made in the personal capacity of such officer, employee or representative. The Client cannot and shall not fault KGISS nor hold KGISS liable for any losses that the Client suffers if the Client relies on such representations, trading suggestions, recommendations or information.

在不影响第2A.4条的前提下，客户承认KGISS禁止其任何主管、雇员或代表人在任何情况下或通过任何形式或媒介，无论是通过或电子交易服务、电子邮件或其他代表KGISS给予任何KGISS本身不义务给予的承诺、交易建议、建议或信息。因此，任何此类陈述、交易建议、建议或信息，必须视为基于该主管、雇员或代表人的个人身份所做出。如果客户依赖于这些陈述、交易建议、建议或信息而遭受损失，客户不能也不应该要求KGISS负责。

25.2 The Client may from time to time be provided with investment and financial related information and reports, including but not limited to research reports and market or securities specific analysis. The Client further acknowledges and agrees that such information is provided to the Client for its information only. All of such information, reports and analysis are and should be taken as having been prepared for the purpose of general circulation and none are made with regard to any specific investment objective, financial situation or the particular needs of any particular person who may receive the information, report or analysis (including the Client). Any recommendation or advice that may be expressed in or inferred from such information, reports or analysis therefore does not take into account and may not be suitable for the Client's investment objectives, financial situation and particular needs.

客户可能随时被提供投资和财务相关信息和报告，包括但不限于研究报告和市场或证券具体分析。客户进一步承认并同意，这些信息仅供客户参考。所有这些信息、报告和分析，应被视为仅供普遍散佈的目的，而并未考虑任何特定投资目标、财务状况或任何特定的人的特殊需求。任何可以从这些信息、报告或分析中表达的意见或建议都没有考虑到客户的投资目标、财务状况和特殊需要，也可能不适合客户的投资目标、财务状况和特殊需要。

25.3 Without prejudice to or detracting from this paragraph 25, the recommendation or advice that the Client may receive from KGISS or any of KGISS's officers, employee or representatives may be general or specific and the Client needs to understand and take note of the different implications of each type of recommendation or advice received by the Client.

在不影响或减损第25条的前提下，客户可能从KGISS或其任何主管、雇员或代表人收到的推荐或建议可能是一般的或是特殊的，客户需要了解并注意每种类型的推荐或建议的不同影响。

25.4 Generally, while the Client is entitled to expect its trading representative to answer the Client's queries honestly, the Client should not assume that such answers are specifically suitable for reliance by the Client. Unless KGISS specifically confirms that answers provided to the Client's questions are specific recommendations specifically suitable for the Client's reliance, the Client must assume that the answers are intended as general answers such trading representatives would give regardless of which of KGISS's clients is asking the question and is at best thus like answers for general circulation rather than in specific compliance with the Client's needs and at best represent honest opinions intended for general circulation.

一般来说，虽然客户有权要求其交易代表诚实地回答客户的查询，但客户不应假设这些答案特别适合于客户。除非KGISS专门确认提供给客户的答复是具体建议且特别适合客户，客户必须假设答复是交易代表针对任何客户的一般答复，因此至多属于供一般散佈的答复，而不是特定符合客户的需求。

25.5 It is a material part of the Client being allowed to open and maintain an Account with KGISS that the Client agrees that in the event the Client requires KGISS to provide execution related advice which are specific (i.e. specifically tailored for the Client's investment objective, financial situation or particular needs) and not general opinions, advice or recommendation, the Client must first provide KGISS with full information about the Client for KGISS to know such specific investment objectives, financial situation or particular needs failing which the Client must assume sole responsibility for determining the suitability of any and all advice or recommendation the Client may receive either from KGISS or the Client's trading representative for the Client's reliance and follow through. Providing KGISS with full information means providing KGISS with the information and answers KGISS requests of the Client in the CIP Questionnaire and such supplemental information and answers as KGISS may ask the Client as are reasonably relevant in the circumstances and providing the same fully and not merely partially.

客户被允许与KGISS开立和维护一个帐户至关重要，客户同意如需要KGISS提供相关特定建议（即专门针对客户的投资目标、财务状况或特殊需要），而不是一般的意见、建议或推荐，客户必须首先提供KGISS完整的客户信息使KGISS知道具体的投资目标、财务状况或特殊需要，如果客户未能提供，客户必须承担所有决定该意见或建议的妥适性，提供KGISS完整的信息，意味着在CIP问卷中回答KGISS要求的客户的信息，以及KGISS可能会基于不同情况要求客户提供的额外信息及答复。

25.6 The Client retains the right to make its own suitability determination. However, if the Client wishes KGISS to make a suitability determination for the Client, where relevant, the Client must first provide KGISS with the required information.

客户有权自行决定妥适性。然而，如果客户希望KGISS为客户做出妥适性决定，在相关的情况下，客户必须首先向KGISS提供所需的信息。

25.7 If the Client fails to return the duly completed CIP Questionnaire or refuses to answer in full any question required by KGISS or to provide in full the information sought by KGISS, the Client must then assume that KGISS cannot identify the Client's investment objectives, financial circumstances and particular needs and ascertain the suitability of the information provided and therefore any advice or recommendation provided in respect of the Client's Account(s) with KGISS by any officer, employee or representative of KGISS shall be treated at best as only general advice or recommendation that may not be specifically suitable for the Client.

如果客户未能送回填妥的CIP问卷，或拒绝完整回答KGISS要求的问题，或完整提供KGISS寻求的信息，客户必须假定KGISS无法识别客户的投资目标、金融环境、特定需求及确定提供的信息是否适用，因此KGISS任何高管、雇员或代表就客户帐户提供的任何意见或建议应当充其量只是一般性意见或建议，可能不是特别适合客户。

25.8 Where the Client has failed or refused or is deemed to have failed or refused to provide KGISS with any information or answers as requested by KGISS, then the Client will also be taken as having acknowledged (and KGISS will be regarding and materially relying on the Client having acknowledged) that KGISS cannot identify with any certainty the Client's investment objectives, financial circumstances and particular needs and therefore the Client agrees that any advice or recommendation provided in respect of the Client's Account(s) with KGISS by KGISS or any of KGISS's duly authorized officers, employees or representatives shall be treated as at best only as general advice or recommendation and the Client acknowledges and agrees that such advice does not take into account and may not be suitable for the Client's investment objectives, financial situation and particular needs.

如客户未能或拒绝或被认为未能或拒绝提供KGISS所要求的任何信息或答复，那么客户也会被视作承认（且KGISS将依赖客户此项承认）KGISS不能确定客户的投资目标、财务状况和特殊需求，因此客户同意，任何KGISS或任何KGISS正式授权的主管、雇员或代表就客户帐户的建议或推荐充其量应视为只是一般的建议或推荐，客户承认并同意这样的建议没有考虑，且可能不适合客户的投资目标、财务状况和特殊需求。

25.9 The Client also acknowledges and agrees that even where the Client has provided a duly and fully completed CIP Questionnaire, the Client should note that only with respect to unsolicited and unqualified advice and recommendation, i.e. a specific buy or sell recommendation specifically addressed to the Client given otherwise than in response to the Client's query or request (for which the Client should only expect general and honest answers), the Client is entitled to regard

the advice and recommendation given as specific advice reasonably suitable to the Client's investment objectives, financial situation and particular needs as may be reasonably inferred from the answers provided in the CIP Questionnaire.

客户也承认并同意即使其提供了全部完成的CIP问卷,仍应该注意,只有主动提供且未附条件的意见和建议,即一个专门写给客户的特定买卖建议,并非回复客户的询问或要求的意见和建议(对此客户只应期待获得一般性诚实答案),客户才能考虑该具体意见和建议合理地适合客户在CIP问卷中提供的投资目标、财务状况和特殊需求。

- 25.10 In connection with the foregoing, the Client should note that KGISS does not permit the giving of such specific advice by any of its officers, employees or representatives unless it is pursuant to a specific and formal advisory agreement between the Client and KGISS for which KGISS does and will charge a separate fee. Accordingly if the Client does not have any such agreement with KGISS but the Client's trading representative cold calls the Client and gives any specific advice or recommendation to the Client, the Client must assume, unless he is specifically and formally authorised to do so by KGISS for that occasion, that such advice or recommendation are given in such trading representative's own personal capacity for which KGISS does not and will not accept any responsibility or liability for.

与上述条款有关者,客户应该注意, KGISS不允许其高管、雇员或代表提供上述具体建议,除非它是根据客户与KGISS之间的一个特定和正式的咨询协议(并且KGISS将收取一个单独的费用)。因此如果客户没有与KGISS签订任何此类协议,而是客户的交易代表打来的推销电话,并提供任何具体建议或推荐,则除非该代表经KGISS专门和正式授权,客户必须假设该建议或推荐是基于该代表个人名义提供, KGISS不承担亦不接受任何相关责任。

- 25.11 Except if given pursuant to a specific advisory agreement (and for the payment of an agreed and additional fee for such advice or recommendation), the Client must and should regard any advice or recommendation given in response to the Client's request or question as in the nature of general advice or recommendation and again the Client acknowledges and agrees that such advice may not be suitable for the Client's investment objectives, financial situation and particular needs.

除了如果依照特定咨询协议(以及就这样的建议或推荐商定的付款和额外费用),客户必须和应该将任何回应该客户的建议或推荐视为一般建议或推荐,且客户再次承认并同意这样的建议可能不适合客户的投资目标、财务状况和特殊需求。

- 25.12 Only if the Client has provided full information and answers as requested by KGISS in the CIP Questionnaire and KGISS's supplementary questions and requests and then only in respect of unsolicited advice and recommendations from a duly authorized officer, employee or representative of KGISS duly authorized to give such advice and recommendations is the Client then entitled to regard the advice and recommendation given as specific advice given after having taken into account the Client's investment objectives, financial situation and particular needs as may be reasonably inferred from the Client's answers.

只有客户在CIP问卷提供了KGISS要求的完整信息和答案以及KGISS补充的问题和请求后,且只有关于KGISS正式有效授权的主管,雇员或代表提供的未经请求的建议和推荐,客户才能将此建议及推荐视为已考虑客户的投资目标、财务状况和特殊需要。

- 25.13 The Client need not complete the CIP Questionnaire if the Client is an accredited investor (see further the statements and notifications in the CIP Questionnaire relevant to situations where the Client's status as an accredited investor changes) as in such situations, KGISS is under and will accept no duty to determine the suitability of any recommendation or advice provided to the Client. An accredited investor has the meaning as ascribed to it in the Securities and Futures Act, Chapter 289 of Singapore.

如客户属于合格投资者(请参CIP问卷中有关客户作为合格投资者地位变更的叙述及通知),则客户无须填写CIP问卷。因为在此情形, KGISS并无任何责任决定提供给客户的任何推荐或建议的妥当性,合格投资者的定义如新加坡证券及期货法所定。

- 25.14 Please note that it is also the Client's responsibility to update KGISS should there be any changes to the Client's investment objectives, financial situation or particular needs after the return of the above duly completed CIP Questionnaire, failing which KGISS is entitled to assume that the information and answers provided remain complete and accurate.

请注意,如客户在提交CIP问卷后,其投资目标、财务状况或特殊需要有变动,客户有责任向KGISS进行更新,否则KGISS有权认为原本所提供的信息和答案仍保持完整和准确。

## 26. Contract Notes and Statements 合同确认书和对帐单

- 26.1 KGISS will provide the Client with a written contract note/statement of each Securities Transaction effected in relation to the Account(s). Such contract note and/or statement shall be conclusive and binding against the Client unless objection in writing is received from the Client to KGISS within 7 calendar days from the date of such contract note/statement.

KGISS将为客户提供与该账户相关的每笔证券交易的书面合同确认书/对帐单。除非KGISS在该确认书/对帐单之日起7个日历天内收到客户的书面异议,否则该确认书/对价单将对客户具有决定性的约束力。

- 26.2 KGISS will provide the Client with a statement in respect of Securities, monies and/or other assets (if any) in relation to the Account(s) each month or at such intervals as KGISS considers appropriate and/or as may be required by the relevant Rules. The Client hereby undertakes to check the accuracy of such statement and to ensure such statement is received by the Client at regular intervals. Unless KGISS receives from the Client a written objection as to the contents of any such statement within 7 calendar days from the date of such statement, the Client shall be conclusively deemed to have read and confirmed the contents of the statement.

KGISS将每月或在KGISS认为适当的和/或根据相关规则要求的周期向客户提供帐户下有关证券、资金和/或其他资产(如有)的对帐单。客户在此承诺检查该对价单的准确性,并对是否定期收到这样的对帐单进行确认。除非KGISS在该对价单的日期起7个日历天内收到客户的书面异议,否则客户将被认定为已阅读并确认了该对价单的内容。

- 26.3 KGISS may send contract notes/statements for Securities Transactions and statements in respect of Securities, monies and/or other assets (if any) in relation to the Account(s) to the Client by electronic means. If sent by electronic mail, such contract notes and statements shall be deemed to be duly sent to the Client if sent by KGISS to the latest electronic mail address notified by the Client to KGISS in writing and KGISS shall have no liability whatsoever in respect of any loss or damage suffered by the Client for non-receipt at such electronic mail address for any reason whatsoever.

KGISS可以通过电子方式向客户发送有关证券、资金和/或其他资产(如有)的证券交易和报表的合同确认书/对帐单。如果透过电子邮件发送,且已发送到客户所通知KGISS的最近电子邮件地址,这样的合同确认书和对帐单应当视为已正式发送给客户, KGISS对于客户因任何原因未收到所致的任何损失或损害不负任何责任。

- 26.4 Notwithstanding the foregoing, KGISS shall be entitled (but not obliged) at any time to rectify any error on any contract note or statement.

尽管有上述规定,但KGISS在任何时候都有权(但没有义务)改正任何合同确认书或对帐单上的任何错误。

## 27. Safekeeping 保管

- 27.1 KGISS shall hold, return or otherwise deal with the Securities so deposited for safe keeping on written or verbal instructions given by the Client and KGISS shall not be held liable for any act or omission to act on instructions given or purported to be given should there be any error or ambiguity in such instructions. All instructions so given to KGISS shall remain in force until revoked and/or cancelled in writing to and received by KGISS from the Client.

KGISS应依客户书面或口头指示持有,归还或处理所保管的证券,如果该等指示有任何错误或模棱两可等, KGISS不承担因此指示或可能有该指示存在的任何作为或不作为行为。所有给KGISS的指示将继续有效,直到KGISS从客户收到书面撤销和/或取消。

27.2 KGISS shall not register the Securities so deposited and shall not be under any duty or responsibility to act as regards any dividend, bonus, right, share split or any entitlement which may be accrued to the Client unless the Client gives specific instructions in writing and such written instructions are received by KGISS in sufficient time for KGISS to lodge the Securities for registration.

KGISS不注册所存放的证券,亦无任何义务或责任处理可能属于客户的任何股息,红利,权利,分割股票或任何权益,除非客户给予特定的书面指令且KGISS及时收到这样的书面指示以进行证券登记。

27.3 KGISS is authorised at times to:-

(a) at the cost and expense of the Client, maintain the Securities with any centralized depository or clearing agency incorporated or organised under the law of any country and to make arrangements with and enter into agreements on such terms and conditions as may be imposed by such centralised depositories or clearing agencies which KGISS may deem fit for any of the Securities and to permit such depositories or clearing agencies to sub-delegate and to register such Securities in the name of any of their nominees on terms and conditions as KGISS may in its absolute discretion stipulate; and

(b) delegate to any other person including without limitation to Custodian, whether affiliated to KGISS or otherwise, and whether in or outside Singapore, for any period whatsoever, the performance of KGISS's services as well as the exercise of KGISS's power set out in the Agreement.

KGISS不时被授权:-

(a) 以客户的成本和费用,与任何依据何国家的法律成立或组织的集中保管或清算机构维护证券,与其签署KGISS认为可能适合证券的任何协议条款和条件,并允许这样的机构再委託且依KGISS绝对酌情决定权决定的条以其代理人名义注册此类证券;和

(b) 委托他人(包括但不限于托管人,不论其隶属于KGISS或其他人,不论在新加坡内外,不论任何时期)履行KGISS在本协议下的服务,并行使KGISS在本协议中所规定的权力。

27.4 In so far as Securities are registered in the name of or held to the control or direction of KGISS, KGISS will use its reasonable endeavours upon its actual receipt of notice of any right to subscribe for shares, warrants, bonds, or other Securities accruing, offered, or accruing to the benefit of the Securities which have been purchased or held by the Client (hereafter referred to collectively as "Accrued Rights") to notify the Client of the same by ordinary post addressed to his mailing address as notified to KGISS.

在证券以KGISS名义或受KGISS的控制所持有的情况下, KGISS将在其实际收到任何认购股份、认股权证、债券或其他有价证券或因客户已购买或持有的证券而产生的收益(以下简称"孳生权利")的通知后,依其合理的努力,以客户通知KGISS的邮寄地址,透过一般邮寄通知客户,并通知其邮寄地址。

27.5 If the Client wishes to exercise all or part of such Accrued Rights he shall give such instructions (and where relevant accompanied by payment) to that effect to KGISS in reasonably sufficient time for KGISS to exercise or procure the execution of such instructions. KGISS shall not be obliged to use more than its reasonable endeavours to satisfy the Client's instruction as aforesaid, and KGISS shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if KGISS does not receive any notification accompanied with payment for the Accrued Rights for any reason whatsoever or no instructions from the Client with respect to any Accrued Rights is received within a reasonable time, KGISS shall not be liable for any non-exercise of all or any part of the Accrued Rights.

如果客户希望行使上述孳生权利的全部或部分权利,应在相当足够的时间内给予KGISS的这些指示(以及相关的付款),以使KGISS行使或执行这些指示。KGISS不应被迫使用超出其合理的努力来满足客户的指令,如果KGISS已尽合理努力,但由于任何原因,该指令未被执行,KGISS将不负责任。为免产生疑问,如果KGISS未收到任何通知伴随着支付孳生权利的款项,KGISS未在合理的时间内收到客户的指示,KGISS不承担任何未行使全部或任何孳生权利的责任。

27.6 The Client shall pay such fees and charges as KGISS may from time to time prescribe for the safe-keeping services provided and reimburse KGISS promptly upon notification for all expenses incurred by KGISS relating to such safe-keeping services, including without limitation to postage, registration charges and fees payable by KGISS to Custodian and/or third parties providing safe-keeping services to or at the request of KGISS. KGISS shall be entitled to charge additional fees to the Client for any additional services rendered.

客户应支付KGISS不时规定的保管服务的费用,并在收到通知后立即支付KGISS代垫与保管服务有关的所有费用,包括但不限于邮费、注册费及KGISS付给保管机构和/或提供保管服务第三方的费用。KGISS应有权就额外提供的服务收取额外费用。

27.7 All Securities and/or monies held by KGISS from time to time and/or all other property of the Client in KGISS's custody or control ("Charged Assets") shall be charged to KGISS by way of equitable charge as a continuing security for the payment of all sums that may from time to time become due to KGISS whether under or by virtue of the Agreement or otherwise, including all fees, commissions, brokerage charges and/or all other amounts due to KGISS pursuant to the Client's instruction to KGISS to purchase or sell or to perform any other act under any agreement ("Secured Indebtedness") or otherwise arising under any agreement with KGISS, and so that subject as aforesaid:-

所有KGISS不时持有的证券和/或货币和/或KGISS保管或控制的所有其他客户财产("担保资产")应当作为不时依本协议或其他情形应支付KGISS费用的继续性担保,包括所有由于KGISS依照客户的指示执行买卖或依任何协议所生费用,佣金、经纪佣金和/或其他金额("担保债务"),并受到下列条件的限制:

(a) the charge hereby created shall take priority over all other interests in the Securities and/or monies;  
据此设立的担保应优先于证券和/或资金的所有其他利益;

(b) if the Client shall default in discharging on demand any sum hereby secured, KGISS may at any time thereafter, by giving seven (7) days' notice to the Client, retain, apply, sell or otherwise dispose of or cause to be sold or otherwise dispose of all or any of the Charged Assets and apply the net proceeds thereof in or towards the discharge of the Secured Indebtedness at such times and in such manner and generally on such terms as KGISS may in its discretion think fit for which purposes KGISS may convert any monies or proceeds of sale into any currency at such rate of exchange as it may in its discretion think fit;

如果客户就任何所担保的款项违约给付, KGISS可能在其后的任何时间,于给予客户七(7)日通知后,保留、处理、出售或以其他方式处置或使其被出售或以其他方式处置担保资产,并将所有或任何对价净额以任何KGISS任何合适的时间,方式及条件用于抵偿担保债务, KGISS并可以将任何款项以其认为适当的汇率将该款项或对价转换成任何货币;

(c) KGISS is hereby granted an irrevocable power of attorney for and on behalf of and in the name of the Client or otherwise to execute all documents and do all acts and things necessary or appropriate to sell or dispose of or complete the sale or disposal of all right title and interest to any in any of the Securities liable to be sold or disposed of under (b) above; and  
KGISS特此被授予不可撤销的权力,有权以客户的名义就证券或完成其权利和利益必要或适当的出售或处置的出售或处置签署所有文件以及进行一切行为;和

(d) the charge hereby created shall be in addition and without prejudice to any lien, rights of retention or other rights to which KGISS is or may become entitled under or by virtue of the Agreement or otherwise.  
据此设立的担保应属额外保障,不影响任何KGISS基于本协议或其他所生的抵押权,留置权、或其他权利。

27.8 KGISS shall have absolute discretion and may without notice to the Client liquidate the Securities kept for safe-keeping and KGISS shall be entitled to set off the sales proceeds against the following:-



- (a) purchase of any Securities for which the Client failed to pay upon the due date of settlement in accordance with the Rules of SGX-ST or any relevant exchange;
- (b) losses incurred on sale of any Securities for which the Client failed to deliver on the due date of settlement in accordance with the Rules of SGX- ST or any relevant exchange; and/or

(c) contra loss for which the Client failed to settle promptly.

KGISS有绝对自由决策权，并可能在不通知客户的情况下，处分所保管的证券，并有权将其对价与与下列项目相抵销：

- (a) 客户未能根据SGX-ST或任何相关交易所规定的交割日期支付所购买证券的价款；
- (b) 客户未能按照SGX - ST或任何相关交易所规定的交割日期提交所出售证券所生的损失；和/或
- (c) 客户未能及时清偿的对敲损失。

27.9 The Client shall give instructions in writing for withdrawal of any of the Securities deposited for safe-keeping. KGISS may in its absolute discretion refuse to permit the withdrawal of the Securities if the Client has not fully settled any outstanding balances in any of the Client's accounts with KGISS or where the Client has outstanding purchases or sales with KGISS.

客户应当以书面形式指示提领KGISS所保管的任何证券。KGISS可能依其绝对裁量权拒绝此项提领，如果客户没有完全清偿任何客户账户上的未结余额，或者客户在KGISS有未完成的购买或销售交易。

27.10 The Client's obligations hereunder shall be binding on the Client's personal representatives, successors and assigns as the case may be.

客户在本协议下的义务应视情况而定对客户个人代表，继承人和受让人具有约束力。

27.11 The Client hereby authorizes KGISS to deliver Securities held in safe-keeping against the Client's Securities trading account with KGISS, including but not limited to KGISS's right to withdraw the Client's Securities for delivery on the Client's sold contracts with KGISS if the Client fails to deliver such Securities by the due date of the sold contracts.

客户授权KGISS视客户的证券交易帐户提交证券，包括但不限于如果客户未能在销售合同到期前交付证券，KGISS有权提领客户的证券以供交付。

27.12 The Client hereby acknowledges that while every reasonable care is taken by KGISS in keeping the Client's Securities in KGISS's safe-keeping, KGISS will not be responsible for any loss, damage, delay or whatever due to causes beyond KGISS's control including but not limited to the event of default by the Custodian. Should there be any expenses involved in recovering the Securities, it will be solely for the Client's account and responsibility.

客户特此承认，虽然KGISS已采取合理的注意保管客户的证券，KGISS不会负责任何损失、损害、延误或对于任何由于KGISS无法控制的原因所致情况负责，包括但不限于由托管人违约的事件。如果在取偿这些证券的过程中有任何费用，将仅由客户负责。

27.13 KGISS shall be entitled to terminate its safe-keeping services at its discretion by giving the Client seven days' notice in writing without assigning any reasons thereof.

KGISS有权给客户7天的书面通知并在不提供任何理由的情况下，自行决定终止其保管服务。

27.14 The Client hereby agrees that all Securities purchased for the Client through another broker, and all Securities held for safe-keeping by KGISS or the Custodian, may be held on a commingled or aggregated basis with the Securities held by KGISS, the Custodian or other broker for other Clients of KGISS.

客户在此同意，通过另一名经纪人为客户购买的所有证券，以及由KGISS或托管人保管的所有证券，均可根据KGISS、托管人或其他经纪商对KGISS的其他客户所持有的证券进行混合或汇总。

27.15 The Client agrees that the Securities deposited for safe-keeping held by KGISS directly or indirectly through any Custodian shall be treated as fungible with all other Securities deposited for safe-keeping of the same issue and may not be identifiable by separate certificates or other physical documents or electronic records. This means that the Client shall have no right to any specific Securities but will instead be entitled to be transferred or delivered or repossessed from KGISS an amount of Securities of any issue that is equivalent to the amount of such Securities deposited for safe-keeping credited to the Client's account. KGISS shall maintain records of the Client's interest in the Securities deposited for safe-keeping that have been commingled.

客户同意由KGISS直接或间接通过任何托管人保管的证券，应与所有其他保管相同的证券进行视为替代物，且可能不会通过单独的证书或其他实体文件或电子记录来加以分别。这意味着客户对于任何特定的证券并无权利，但是将有权向KGISS要求转让或交付或收回与计入其帐户相同数量的同种类证券。KGISS将保留客户就被混同的证券的权益记录。

## 28. Joint and Several Clients 连带客户

28.1 If an Account is opened or maintained in the name of more than one person, each such person is jointly and severally liable under the Agreement and KGISS may act on the oral or written instructions of any such person. On the death of such person, the Account shall be held for the survivor(s) thereof and dealt with on instructions of such survivor(s). The survivor(s) shall be held responsible for giving written notice of such death and a copy of evidence thereof and KGISS is not required to verify the authenticity of any evidence so provided. KGISS shall be released from all demands, claims, suits and actions whatsoever by heirs, executors and administrators of the deceased.

若以多于一个人的名义开立或维持帐户，则该等人在协议下承担连带责任，而KGISS可依据任何此类人的口头或书面指示行事。在该等人死亡的情况下，该账户应被保留给幸存者，并依据该幸存者的指示处理。幸存者应负责提供有关死亡的书面通知，并有证据副本，而KGISS不需要核实任何证据的真实性。KGISS应由死者的继承人、执行者和管理员的免除所有要求、要求、诉讼和行动的责任。

28.2 If an Account is, or is to be, opened or maintained in the name of more than one person, KGISS may in its sole and absolute discretion require each such person to provide such information as KGISS may require (including but not limited to the information required in the CIP Questionnaire and such supplemental information and answers as KGISS may ask each such person as are reasonably relevant in the circumstances) for the purposes of ascertaining, on a several basis for each such person, any or all of their respective investment objectives, financial circumstances, particular needs, investment profile, knowledge and experience in respect of the products and investments traded (or which may be traded), and, for the avoidance of doubt, KGISS shall be entitled, but not obliged, to treat each such person as a separate and distinct Client for the purposes of paragraph 24. If KGISS determines, in its sole and absolute discretion, that the respective investment objectives, financial circumstances, particular needs, investment profile, knowledge and experience of all such persons are not appropriate for the Account to be opened, or continue to be maintained, for such persons on a joint and several basis as a joint Account, KGISS may, without prejudice to any of its other rights hereunder, take such steps and impose such procedures or terms and conditions as KGISS may deem appropriate, including but not limited to, refusing to open such joint Account, or requiring such persons to open separate Accounts, or refusing to permit further transactions in the joint Account (if already opened) (other than transactions which may reduce existing positions), or requiring that such joint Account (if already opened) be closed, or permitting such joint Account to be opened or maintained upon condition that all joint account holders be wholly and solely assessed on the basis of the investment objectives, financial circumstances, particular needs, investment profile, knowledge and experience of **only one** of the joint account holders thereto, without regard to those of any of the other joint account holders.

如果一个帐户是以或将以一人以上的名义开立，KGISS可能依其唯一的和绝对的自由裁量权要求每一个这样的人提供KGISS需要的信息(包括但不限于CIP问卷所需的信息，及KGISS在每一个合理的相关情况可能询问的补充信息和答复)，以便每一次这样的人任何或所有各自的投资目标、财务状况、特定需求、投资概况、产品和投资交易方面的知识和经验，为避免疑义，KGISS有权，但没有义务，基于第24条的目的，将每一个这样的人视为独立不同的客户。如果KGISS依其唯一的和绝对的

自由裁量权,认为就这类人各自的投资目标、财政状况、特定需求、投资概况、知识和经验不适合连带开立或继续连带保持此联名账户,KGISS得,在不影响任何其他权利的前提下,采取KGISS可能认为适当的措施或施加程序或条款,包括但不限于,拒绝开立帐户,或要求等人开设独立账户,或拒绝允许在联名帐户下进一步交易(如果已开立帐户)(除了进行减少现有部位的交易),或要求此帐户(如果已开立)被关闭,或者只在所有帐户持有人只以评估其中一人的财政状况、特定需求、投资概况、知识和经验而不考虑任何其他的联合账户持有人的情况下,才可以开立或维持帐户。

## 29. Unclaimed Monies and Properties 无人认领的资金和财产

In the event KGISS is unable to contact the client after a period of six (6) years from the date of the last communication from the Client to KGISS, the Client shall be deemed to have irrevocably and permanently waived all rights, claims, title, interest and benefit in and all the Client's monies and properties with KGISS, and KGISS may appropriate all such monies and properties to itself and the Client shall no longer be entitled to sue KGISS for the return of such monies and properties.

如果从客户与KGISS最后一次通讯之日起经过六(6)年KGISS仍无法联系到客户,客户应被视为不可撤销地和永久地放弃其对在KGISS中资金和财产的所有权利、索赔权、所有权、权益和利益。KGISS可能会将所有这些资金和财产归还自己,而客户将不再有权诉请KGISS归还这些资金和财产。

## 30. Assignment 转让

### 30.1 The Client shall not be entitled to assign any of his rights, title or interest herein and/or in the Account(s).

客户无权转让其在本协议或帐户内的任何权利、所有权或权益。

### 30.2 KGISS may assign or transfer part or all of KGISS's rights, title, interest and/or obligations under the Terms without the Client's consent.

在未经客户同意的情况下,KGISS可以转让或转让KGISS在本协议下的部分或全部的权利、所有权、利益和/或义务。

## 31. Lien 担保

The Client agrees that all monies and/or Securities and/or all other property of the Client in KGISS's custody or control held from time to time ("Client's Property") shall be subject to a general lien in favour of KGISS for the discharge of all or any indebtedness and other obligations of the Client to KGISS. The Client shall not be entitled to withdraw any monies or Securities held by KGISS pending the repayment in full to KGISS of any indebtedness of the Client to KGISS. KGISS shall be entitled at any time and without notice to the Client to retain, apply, sell or dispose of all or any of the Client's Property if any such obligation or liability is not discharged in full by the Client's Property when due or on demand in or towards the payment and discharge of such obligation or liability, and KGISS shall be under no duty to the Client as to the price obtained or any losses or liabilities incurred or arising in respect of any such sale or disposal.

客户同意,KGISS不时举行的保管或控制的所有客户款项和/或证券和/或其他财产("客户财产")应作为客户对于KGISS债务的一般担保。客户无权撤回KGISS所持有的任何款项或证券,直到客户全数偿还对KGISS的任何债务。如果客户财产不足全数抵偿,KGISS有权在任何时间且不另行通知客户,保留、处理、出售或处置全部或任何客户财产,KGISS应当没有义务确保出售或处置的价格或因此造成的任何损失或责任。

## 32. Service of Process 诉讼送达

The Client agrees that in any action arising out of or relating to the Account or the terms herein, service of any Writ of Summons or other originating process of Court document may be effected on the Client by leaving the same at the address set out in the Application Form or at such address as the Client may notify KGISS in writing pursuant to the Terms and Conditions herein where communications may be sent to the Client and if such address shall be a postal box number or other hold mail address then service of the said document may be effected by posting the same to such address and the Client hereby irrevocably confirms that service of such documents in the manner aforesaid shall be deemed good and sufficient on the Client and the Client agrees to waive any right to demand personal service in respect of such Writ of Summons or any other originating process of Court documents.

客户同意,如因帐户或本协议条款导致任何诉讼行动,任何传唤文书或开启程序的其他法院文件可以透过留置在申请表内的地址处所或客户按照条款和条件书面通知KGISS的地址处所而被认为有效送达,如果该地址是一个邮政信箱号码或其他保持邮件地址,送达至此等地址即属有效,客户在此不可撤销地确认透过上述的方式送达这些文件应被视为有效且足够,客户同意放弃任何要求个人传递此等法院文件的权利。

## 33. Termination 终止

### 33.1 The Client may terminate the Agreement and the Account(s) of the Client upon not less than five (5) Business Day's written notice in advance to KGISS and payment of all monies outstanding and payable or which will become payable to KGISS in respect of the Account or otherwise.

客户可以给KGISS不少于5个工作日的书面提前通知以及清偿所有未付的款项,终止本协议和客户账户,所有款项亦将视为到期。

### 33.2 Service of notice of termination by the Client to KGISS shall be effective only upon actual receipt thereof by KGISS.

客户对KGISS的终止通知的服务只在KGISS实际收到后才有效。

### 33.3 KGISS may terminate the Client's Account(s) at any time without prior notice to the Client and without giving any reason for such termination. Such termination shall be by way of written notice issued to the Clients and the termination of the Account(s) shall be effective from the date of such notice.

KGISS可以随时终止客户的账户,无需事先通知客户,也不提供任何理由终止。该等终止应以书面通知给客户,并从该通知之日起终止账户。

### 33.4 The Client hereby agrees that KGISS shall be entitled at its sole and absolute discretion, without notice to suspend or terminate the Account:

(a) in the event of Client failing to observe any of the terms and conditions contained herein or in other document which may from time to time govern the operation of the Account;

(b) in the event the Client becomes insolvent or bankrupt or makes any arrangement or composition with his creditors or where KGISS has determined in good faith that the Client is unable to pay any of his debts; or

(c) when KGISS is of the opinion in good faith that its interest would be adversely affected if it does not suspend or close the Account.

客户在此同意,在下列情形,KGISS有权享有其唯一和绝对的酌情权,无需通知暂停或终止帐户:

(a) 如客户未能遵守本协议或其他可能不时地管理该帐户的运作的文件中所包含的条款和条件;

(b) 如果客户破产,或与债权人达成任何协议或组合,或KGISS善意地确定客户无法偿还其债务;或

(c) 当KGISS善意认为,如果它不暂停或关闭帐户,它的利益将受到不利影响。

### 33.5 The Client further agrees that KGISS has the right to take any one or more of the following actions without prior notice to the Client:

(a) terminate its relationship with the Client and demand that Client fully pay KGISS all sums owing by the Client to KGISS;

- (b) terminate any service utilized by the Client;
  - (c) sell all securities held in the Account or in custody; and
  - (d) thereafter apply the net proceeds of sale (after deduction of KGISS's cost and expenses in connection with such sale) towards settlement of all monies owing by the Client to KGISS.
- 客户进一步同意，KGISS有权在不事先通知客户的情况下采取下列任何一项或多项措施：
- (a) 终止与客户的关系，并要求客户完全支付积欠KGISS的全部费用；
  - (b) 终止客户使用的任何服务；
  - (c) 出售帐户内或所保管的所有证券；和
  - (d) 其后将出售所得的净收益(扣除KGISS的费用及与该销售有关的费用扣除后)，以结算客户对KGISS的所有款项。

**34. Governing Law and Jurisdiction 适用法律和管辖**

The Agreement shall be governed, interpreted and construed in accordance with the Rules, as amended from time to time and the laws of the Republic of Singapore, and the Client hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Singapore.  
本协议受不定期修订的《规则》及《新加坡共和国法律》管辖，并根据其理解和解释，客户并在此不可撤销地接受新加坡法院的非排他性管辖权。

**35. Exclusion of Rights of Third Parties 排除第三方权利**

A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of the Agreement.  
非协议的一方当事人无权根据新加坡第53B章《合同法》（《第三方权利法》）执行该协议的任何条款。

**36. Miscellaneous 其他**

- 36.1 KGISS is required by Practice Note 12.3.1, 12.3.2 of the SGX-ST Rules to draw the Client's attention to Sections 274, 275 and 276 of the SFA, which may be extracted from the website <http://statutes.agc.gov.sg>.  
KGISS根据《新加坡证券交易所规则》实务说明第12.3.1条和第12.3.2条规定，需要提请客户注意SFA第274、275和276条，条文可参见网站<http://statutes.agc.gov.sg>。
- 36.2 The Client is directed to also refer to the SGX-ST Rules for more information on its obligations in relation to the use of the DMA Services offered by KGISS. A copy of the SGX-ST Rules may be extracted from the website <http://rulebook.sgx.com>.  
客户也应透过新加坡证券交易所规则获得更多有关使用KGISS DMA服务的义务的信息。交易所规则可从网站<http://rulebook.sgx.com>获得。

**SECTION III: GENERAL TERMS AND CONDITIONS (第三节:一般条款和条件)**

**TERMS AND CONDITIONS FOR ELECTRONIC SERVICES**  
电子服务的条款和条件

**1. Use of Electronic Services 使用电子服务**

1.1. The terms and conditions herein shall apply to all Clients using any of KGISS's computer or telephonic services or systems including but not limited to services or information accessible through KGISS's proprietary software and any computer or telephonic Securities trading services or information systems, including but not limited to the DMA Services. DMA Services include, but is not limited to Sponsored Access.

这里所列的条款和条件适用于所有客户使用任何KGISS的电脑或电话服务或系统包括但不限于服务或信息可以通过KGISS的专有软件和任何电脑或电话的证券交易服务或信息系统,包括但不限于DMA服务。DMA服务包括,但不限于证券机构访问权限。

1.2. All orders placed pursuant to the provision of Electronic Services in relation to any account of the Client shall in addition to the terms herein be subject to other terms governing that account generally.

根据与客户的任何账户有关的电子服务提供的所有订单,除本合同条款外,还应适用于一般情况下的其他条款。

1.3. If the Client gives an order electronically, the Client must resend the order if the Client becomes aware that it was received in an incomplete or garbled form.

如果客户以电子方式发出订单,客户必须重新发送订单,如果客户意识到它以不完整或不完整的形式接收。

1.4. KGISS will only act within the parameters of the Client's orders. KGISS will not act on a discretionary basis on the Client's behalf.

KGISS只在客户订单的参数范围内行事。KGISS不会代表客户进行独自裁决。

1.5. KGISS may record the Client's orders and any transaction between the Client and KGISS. KGISS's records will be prima facie evidence of those orders and transactions.

KGISS可以记录客户的订单以及客户与KGISS之间的任何交易。KGISS的记录将是这些订单和交易的初步证据。

1.6. The Client agrees not to dispute the validity or enforceability of electronic communications and waives any right to raise any defence based on the absence of writing.

客户同意不质疑电子通信的有效性或可执行性,并放弃在没有书面记录的情况下提出任何辩护的权利。

1.7. The Client agrees and acknowledges that KGISS may modify any or all of the Electronic Services at any time. The Client also agrees that the Electronic Services may periodically be unavailable to the Client in order to allow for maintenance and updates.

客户同意并确认KGISS可以随时修改任何或全部的电子服务。客户还同意,客户可能周期性地无法使用电子服务,以便进行维护和更新。

## 2. Proprietary Information 专有信息

2.1. The Client accepts and acknowledges that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available from and generated on the Electronic Services as well as the Electronic Services itself vest solely in and will remain the exclusive property of KGISS and other third parties. The Client agrees not to do anything that will violate or infringe intellectual property rights of KGISS or other third parties and will take all necessary measures to preserve and protect these rights. The Client is not entitled to and shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the Electronic Services in any manner whatsoever without the express written consent of KGISS and shall not use the information for any wrongful or illegal purpose.

客户接受和承认,所有知识产权(无论通过版权或其他)的信息和报告可以从生成的电子服务以及电子服务本身背心只将保持KGISS的专属财产和其他第三方。客户同意不做任何违背或侵犯KGISS或其他第三方的知识产权的事情,并将采取一切必要措施保护和保护这些权利。客户不是有权,不得复制、重新发送、传播、销售、分发、发布、广播、流通、利用(是否为商业利益或其他)获得的信息和/或报告或通过任何方式的电子服务没有KGISS的书面同意,不得使用任何错误或非法目的的信息。

2.2. The Client accepts that KGISS may be required to report, or to provide a report by an independent reviewer on compliance with SGX-ST Rules, to the relevant regulatory authorities and relevant exchanges governing or which have issued Applicable Laws relating to the DMA Services and the products traded using the DMA Services, including, without limitation, the Relevant Authorities, about the Account(s) opened and operated by it with KGISS and the Client irrevocably and unconditionally authorises KGISS to disclose:

(a) all information that may be necessary regarding it and such accounts, including, without limitation, its personal details, identity, address, transactions entered into using the DMA Services, and information on its use of the DMA Services; and

(b) all information relating to persons who have been delegated with access to the DMA Services offered to the Client, including, without limitation, their personal details, identities, addresses, transactions entered into using the DMA Services, and information on their use of the DMA Services.

客户承认KGISS可能需要报告,或由一个独立的评论家提供报告符合条例规定,向有关监管部门和相关交流管理或发布相关适用法律的DMA服务和产品交易使用DMA服务,包括但不限于,有关部门,有关开户(s)和由KGISS和客户不可撤销地和无条件地授权KGISS披露:

(a)有关它和此类账户的所有资料,包括但不限于其个人身份、地址、使用DMA服务的交易,以及使用DMA服务的资料;和

(b)所有与使用直接存取服务的人有关的资料,包括但不限于个人身份、地址、使用DMA服务的交易,以及使用DMA服务的资料。

## 3. Limitation of Liability 责任限制

KGISS, its officers, employees or agents shall not be responsible or liable to the Client for any loss or damage (including consequential or indirect damages and anticipated profit) arising directly or indirectly from the Client's use or reliance on the information and/or reports accessed from the Electronic Services or from any delay or loss of use of the Electronic Services arising from any breakdown or failure of transmission, communication or computer facilities. Neither is KGISS, its officers, employees or agents responsible should the Client fail to gain access to the Electronic Services for any reason. KGISS, its officers, employees or agents shall not be liable to the Client for any prejudice, loss or damage by reason of the information and/or reports being accessed by the Client being incomplete, inaccurate or corrupted except arising out of fraud or wilful default of KGISS or its officers, employees or agents. Any liability of KGISS, its officers, employees or agents (whether in contract or tort) shall not exceed the amount paid by the Client for the provision of the Electronic Services.

KGISS、其官员、雇员或代理概不负责或客户的任何损失或损害(包括间接或间接损失和预期利润)产生直接或间接从客户机的使用或依赖信息和/或报告从电子服务或访问任何延误或损失的使用的电子服务引起的任何故障或失败的传播,通信或计算机设备。也不是KGISS,它的官员、雇员或代理人,因为任何原因,客户都不能获得电子服务。KGISS、其官员、雇员或代理概不负责到客户对于任何偏见,丢失或损坏的原因被访问信息和/或报告由客户机不完整,不准确或损坏引起的欺诈或故意违约除外KGISS或其官员、雇员或代理。KGISS的任何责任,其职员、雇员或代理人(无论在合同或侵权中)不得超过客户为提供电子服务而支付的金额。

## 4. Warranty 保证

KGISS makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the satisfactory quality or fitness for any particular use or purpose in relation to the information furnished under the Electronic Services or any other features or aspect of the Electronic Services, including but not limited to investment advice and/or access to information or the execution of any buy or sell recommendations.

KGISS对于以下内容不作任何明示或默示保证、担保或声明:质量或质量满意度或适合任何特定目的的使用或提供下电子与信息服务或任何其他电子的特性或方面服务,包括但不限于投资建议和/或获取信息或执行任何买卖建议。



## 5. Indemnity 赔偿

The Client shall indemnify KGISS and hold KGISS harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs on a full indemnity basis) arising or which may arise out of the Clients' breach or violation of these Terms and Conditions or any third party rights, including but not limited to violation of any proprietary or intellectual property rights, or the enforcement of any of the terms. This obligation to indemnify KGISS shall survive the termination of the Electronic Services.

客户应赔偿KGISS并持有KGISS无害的从和反对任何及所有索赔、损失、债务、成本和费用(包括但不限于法律费用全额补偿的基础上)出现或可能出现的客户违约或违反这些条款和条件或任何第三方权利,包括但不限于违反任何专利或知识产权,或执行的任何条款。对于KGISS的赔偿义务将在电子服务终止后继续存在。

## 6. Password and Security 密码和安全

The Client shall ensure that there is no unauthorised use of the personal identification number(s), passwords or access numbers or codes ("Security Codes"). The Client will forthwith on being aware of any unauthorised access, or theft of Security Codes or DMA Services notify the General Manager of KGISS and provide such particulars as KGISS may require and until actual receipt of such information and particulars by KGISS, all losses arising from any unauthorised access and theft shall be borne by the Client and KGISS shall not be liable therefore. The Client is solely responsible for all orders entered through and under the Client's Security Codes and any orders so received will be deemed to have been received from the Client. All orders or instructions shall be deemed to be made or received at the time actually received by KGISS and in the form so received. The Client shall indemnify KGISS for any loss and damage that KGISS may suffer as a consequence of such unauthorised access and use. KGISS shall not be liable to the Client for any loss or damage arising from unauthorised access or theft of the Security Codes. The Client represents, warrants and undertakes that it shall be responsible for all the information, account numbers, codes, usernames and passwords issued to it, including the Security Codes to access and use the DMA Services and that it shall have in place security arrangements to prevent unauthorised access to any of the DMA Services in relation to markets established by or operated by SGX-ST or such markets as SGX-ST specifies.

客户应确保没有未经授权使用个人身份证号(s)、密码或访问编号或密码("安全码")。客户将立即意识到任何未经授权的访问,或者盗窃的安全码或DMA服务通知总经理KGISS等事项,并提供KGISS可能需要直到KGISS实际收到这样的信息和细节,任何未经授权的访问和盗窃产生的一切损失由客户承担,因此KGISS概不负责。客户只对所有进入的订单负责,并根据客户的安全码,收到的任何订单都将被视为已从客户处收到。所有的命令或指示应被认为是在KGISS收到的时候收到或收到的。客户应赔偿KGISS因未经授权的访问和使用而遭受的任何损失和损害。KGISS不应向客户承担因未经授权访问或窃取安全码而造成的任何损失或损害。客户代表,保证和承诺负责的所有信息,账号,密码,用户名和密码发给它,包括安全码访问和使用DMA服务,应当有安全安排,以防止未经授权的访问的任何DMA服务与市场建立了由条或条例指定等市场。

## 7. Notification By Client 客户通知

### 7.1. The Client will notify KGISS :-

(a) forthwith of any failure to receive an appropriate response that an order initiated by the Client through the Electronic Services has been received and executed; and

(b) forthwith of any receipt of confirmation of an order that the Client did not place or any inaccurate confirmation.

客户将通知KGISS:-

(a)立即收到并执行一项由客户通过电子服务发起的订单的适当回应,但没有收到适当回应;和

(b)立即收到任何确认客户未做出或任何不准确确认的订单。

## 8. Security Deposit and User Fees 证券保证金和用户手续费

The Client shall pay all subscription, service and other fees for the use of the Electronic Services that KGISS may prescribe from time to time and KGISS shall be entitled to debit the Clients account with KGISS for all such fees incurred in relation to the provision of the Electronic Services. KGISS is entitled to require the Client to place cash and/or any other acceptable alternative as deposit prior to execution of any order. KGISS is entitled at its discretion to determine the amount of deposit payable by the Client.

客户应支付所有订阅、服务和其他费用的使用的电子服务, KGISS可能不时规定有权在KGISS借记卡客户账户等所有费用发生与提供的电子服务。在执行任何订单之前, KGISS有权要求客户将现金和/或任何其他可接受的选择作为存款。KGISS有权自行决定客户应支付的保证金金额。

## 9. Trading Limits 交易限额

The Client shall not trade beyond such trading limits as KGISS may in its sole discretion determine from time to time.

客户的交易不得超过KGISS在其自行决定的时间内的交易限额。

## 10. Termination 终止

Notwithstanding anything herein to the contrary, KGISS may at any time, in its absolute discretion terminate forthwith without notice and for any reason whatsoever, the Client's right of access to and/or use of any of the Electronic Services. In the event of such termination, KGISS shall not be liable to the Client for any claim, liability or loss (including without limitation anticipated profit) which may be suffered by the Client referable to such termination.

尽管本协议有任何相反的规定,但KGISS在任何时候均可在其绝对自由裁量权下立即终止,且不论任何原因,其有权获得和/或使用任何电子服务。在这种终止的情况下, KGISS不应向客户承担任何索赔、责任或损失(包括未受限制的预期利润),而客户可参考该等终止。

**SECTION III: GENERAL TERMS AND CONDITIONS(第三节:一般条款和条件)****TERMS AND CONDITIONS FOR USE OF COMPANY'S DIRECT MARKET ACCESS SERVICES**

使用公司直接市场接入服务的条款和条件

**1. Conditions of Use of KGISS DMA Services**使用KGISSDMA服务的条件

- 1.1. The Client hereby undertakes to utilise the DMA Services strictly in accordance with the terms and conditions of the Agreement, and any and all other rules and policies that KGISS may publish or make available through the DMA Services or any other medium it may designate at its sole discretion, from time to time.  
客户特此承诺会严格按照协议的条款和条件,以及任何和所有其他规则和政策使用DMA服务,KGISS可以独自决策通过DMA或其他任何媒介发布。
- 1.2. The Client hereby understands and acknowledges that the DMA Services and the Information are provided on an "as is" as well as an "as available" basis. The Client acknowledges that no member of KGISS or the KGISS Group makes any express or implied warranty, representation or assurance, including, without limitation, any warranty, representation or assurance of any nature regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) that the DMA Services are or will be suitable for the Client's commercial, business or financial purposes, or as to its reliability, and that all liability in respect thereof is disclaimed. The Client also agrees and acknowledges that no warranty is made by KGISS or the KGISS Group that the DMA Services will be accessible, timely, secure, complete, reliable, uninterrupted, error-free, does not infringe any third party proprietary rights, or that it will be free of viruses or any other harmful components, or that any errors in the technology or the DMA Services will be detected and/or corrected.  
客户在此理解并确认DMA服务和信息是在"既有原则"和"可提供原则"基础上提供的。客户承认没有KGISS或KGISS组的成员使任何明示或默示保证,表示或保证,包括但不限于任何保证,表示或保证任何性质的有关质量、适用性、适销性、健身为特定目的或其他(不管任何的贸易,自定义或商业惯例)DMA服务或将适合客户的商业、商业或金融的目的,或为其可靠性,所有责任尊重是否认。客户也同意并承认没有保证是由KGISS或DMA的KGISS集团服务将访问,及时、安全、完整、可靠、不间断、无错,不侵犯任何第三方的所有权,或它将免费的病毒或其他有害成分,或任何错误在DMA技术或服务发现和/或纠正。
- 1.3. In particular, KGISS or any member of the KGISS Group shall not be liable for any reason whatsoever for any information provided by, under or pursuant to the DMA Services and no express or implied warranty, representation or assurance of any nature whatsoever is made as to such information, and as to its (or its continued) accuracy, reliability, relevance, usefulness, quality or suitability for any purpose or otherwise (regardless of any course of dealing, custom or usage of trade), nor that such information will be detected and/or corrected.  
特别是KGISS或KGISS集团的任何成员不得承担任何原因所提供的任何信息,或依照DMA服务和没有明示或默示保证,代表或任何性质的保证是由这些信息,及其(或继续)准确性、可靠性、相关性、有效性、质量和适用性为任何目的或其他(不管任何的贸易,自定义或商业惯例),也没有这样的信息将被检测到和/或纠正。
- 1.4. The Client accepts that KGISS may be required to report, or to provide a report by an independent reviewer on compliance with the SGX-ST Rules, to the Relevant Authorities about the Account(s) opened and operated by it with KGISS and the Client irrevocably and unconditionally authorises KGISS to disclose:  
客户接受KGISS可能需要报告,或提供独立审查员遵守SGX-ST规则的报告,向有关部门开放并由KGISS和客户不可撤销地、无条件地授权KGISS披露:
- (a) all information that may be necessary regarding it and such accounts, including, without limitation, its personal details, identity, address, transactions entered into using the DMA Services, and information on its use of the DMA Services; and  
有关它和此类帐户的所有资料,包括但不限于其个人身份、地址、使用DMA服务的交易,以及使用DMA服务的资料;和
- (b) all information relating to persons who have been delegated with access to the DMA Services offered to the Client, including, without limitation, their personal details, identities, addresses, transactions entered into using the DMA Services, and information on their use of the DMA Services.  
所有与直接使用存取服务的人有关的资料,包括但不限于个人身份、地址、使用DMA服务的交易,以及使用DMA服务的资料。

**2. Discontinuation of Access and Other Conditions For Use Of DMA Services**访问中断及使用DMA服务的其他条件

- 2.1. The Client agrees that KGISS may, at its sole discretion and without notice and liability, suspend, limit, revoke and/or terminate the Client's access to the DMA Services without giving any reason or if KGISS believes that the Client has violated or acted inconsistently with any terms or conditions set out herein.  
客户同意KGISS可以独自决策,无需通知,可以暂停、限制、取消和/或解除客户的访问DMA服务而无需给予任何理由或如果KGISS相信客户违反或任何条款或条件不一致。
- 2.2. Without limiting the generality of paragraph 2.1 above, the Client agrees that KGISS may, at its sole discretion and without notice and liability, suspend, limit, revoke and/or terminate its access to all or part of the DMA Services under any of the following circumstances:  
在不限制上述第2.1条的前提下,客户同意在下列情况,KGISS得基于其裁量权且无须通知也不负责任,暂停,限制,撤销及/或终止客户使用DMA服务之全部或一部:
- (a) if the Client breaches any trading restriction and/or credit limit established or imposed by KGISS at any time and from time to time;  
如果客户违反任何KGISS不时设定的交易限制及/或信用额度;
- (b) if the Client fails to assist KGISS and/or the Relevant Authorities in any investigation;  
如果客户未能协助KGISS及/或相关有权机关进行任何调查;
- (c) if KGISS receives an order or directive from the Relevant Authorities to suspend, limit, revoke and/or terminate the Client's access to all or part of the DMA Services;  
如果KGISS收到相关有权机关的指示或命令,要求暂停,限制,撤销及/或终止客户使用DMA服务之全部或一部;
- (d) if the Relevant Authorities issue an order or directive to suspend, limit, revoke and/or terminate the Client's access to all or part of the DMA Services;  
如果相关有权机关发布指示或命令暂停,限制,撤销及/或终止客户使用DMA服务之全部或一部;
- (e) if KGISS, at its sole discretion, determines that it is in the interests of maintaining a fair, orderly and transparent market, to suspend, limit, revoke and/or terminate the Client's access to all or part of the DMA Services;  
如果KGISS自行决定,则确定其符合维护公平、有序和透明的市场的利益,暂停、限制、撤销和/或终止客户对DMA服务的全部或部分的访问;
- (f) if the Client has caused KGISS to breach its statutory requirements or any requirements placed upon KGISS by the Relevant Authorities, including, without limitation, the Applicable Laws;  
如果客户造成KGISS违反其法定要求或有关当局对KGISS的任何要求,包括但不限于适用法律;
- (g) if KGISS, at its sole discretion, determines that it is necessary to suspend, limit, revoke and/or terminate its access to all or part of the DMA Services so that



KGISS may fulfil its duties and obligations under the Applicable Laws; and / or

如果KGISS自行决定是否有必要暂停、限制、撤销和/或终止其对DMA服务的全部或部分访问，以便KGISS可以履行其在适用法律、法规下的职责和义务;和/或

- (h) if KGISS, at its sole discretion, determines for whatever reason that it is necessary to suspend, limit, revoke and/or terminate the Client's access to all or part of the DMA Services.

如果KGISS自行决定是否有必要暂停、限制、撤销和/或终止客户对DMA服务的全部或部分的访问。

2.3. The Client agrees that KGISS is entitled to, and authorises KGISS to conduct checks, from time to time, to determine its financial standing, its credit history, if it has any criminal records, any pending legal court proceedings relating to prohibited market conduct and/or any adverse record (and such other checks on minimum standards as may be determined by KGISS at its sole discretion). The Client agrees that, in the event that KGISS, at its sole discretion, is not satisfied with the results of any of such checks, KGISS may (without notice to the Client, or liability to KGISS), reject the Client's application for the DMA Services or at any time, suspend, limit, revoke and/or terminate its access to all or part of the DMA Services.

客户有权同意KGISS,授权KGISS进行检查,随时来确定它的财务状况,信用记录,如果有任何犯罪记录,任何未决的法律诉讼有关禁止市场行为和/或任何不良记录等其他检查最低标准(和可能由KGISS在它的唯一的谨慎)。客户同意,如果KGISS,不满意任何此类检查的结果,KGISS可能(没有通知客户,或责任KGISS),拒绝客户的申请DMA服务或在任何时候,暂停、限制、撤销和/或终止DMA服务的全部或部分访问。

2.4. The Client agrees that in the event that KGISS suspends, limits, revokes and/or terminates its access to all or part of the DMA Services under this paragraph 2, it shall have no claim against KGISS in respect thereof.

客户同意,如果KGISS暂停、限制、撤销和/或终止其对DMA服务的全部或部分访问,在本第2段中,它将没有对KGISS的任何要求。

2.5. The Client agrees that all DMA Services offered by KGISS are subject to the regulation of the Relevant Authorities and the Relevant Authorities may, at its/their sole discretion, directly suspend, limit, revoke and/or terminate the DMA Services offered to the Client and in such an event, KGISS shall not be liable to the Client and the Client shall have no claim against KGISS in respect thereof.

客户同意提供所有DMA服务KGISS受到有关部门和有关部门的规定,在其/他们唯一的自由裁量权,直接暂停,极限,撤销和/或终止提供DMA服务到客户,在这样的一个事件,KGISS概不负责且客户不应应对KGISS索赔。

### 3. Representations and Warranties in relation to KGISS DMA Services KGISS DMA服务的声明和保证

3.1. The Client represents, warrants and undertakes (on a continuing basis and which representations, warranties and undertakings are deemed to be repeated each time an instruction is issued by the Client to KGISS and/or at the date of each Transaction, with the intent that such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein) that:

客户保证和承诺(在持续的基础上,每次由客户发出一个交易指令之时KGISS重复陈述、保证和承诺):

- (a) it has the necessary experience, knowledge and financial resources to undertake the transactions using the DMA Services;  
有必要的经验、知识和财务资源,使用DMA服务进行交易;
- (b) that it has read the risk disclosure statements issued by KGISS and that it understands that the nature of the transactions conducted using the DMA Services and the extent of and its exposure of risks and that it has considered whether undertaking such transactions is appropriate for it in the light of its experience, objectives, financial resources and other relevant circumstances;  
已阅读KGISS发布的风险披露声明,并明白交易的性质进行了使用DMA服务的程度和其披露的风险,并考虑进行这样的交易是否适合它的经验,目标、财务资源和其他相关的情况;
- (c) that KGISS shall have no liability or responsibility whatsoever to the Client for any Losses whatsoever (direct, indirect, special, incidental, consequential, punitive or otherwise), loss of investment opportunity or failure to make a profit suffered or incurred by the Client as a result of or in connection with the use of the DMA Services;  
KGISS对客户的任何损失(包括直接、间接、特殊、偶然的、后果性、惩罚性或其它),投资机会损失或失败导致的利润损失结果不承担任何责任;
- (d) that it has read and familiarised itself, as appropriate, with [the instructions provided by KGISS in relation to the KGISS Direct Market Access System, and that it has knowledge and proficiency in the use of the KGISS Direct Market Access System, Sponsored Systems and the electronic trading systems for automatic matching of orders designated and approved by the relevant stock exchanges for transactions on such stock exchanges;  
已经阅读并熟悉本身,适当的,与[关系到KGISS直接市场接入系统KGISS提供的说明,以及它在KGISS直接市场接入系统的使用知识和能力,支持系统和订单指定的自动匹配的电子商务系统和有关证券交易所批准在证券交易所交易;
- (e) it is familiar with and will comply with the Applicable Laws;  
熟悉并遵守适用的法律;
- (f) it will cooperate with and provide timely assistance to any Relevant Authority, KGISS and/or its suppliers for the purpose of conducting any audit, enquiry, investigation and/or compliance review (whether or not related to potential violations of any Applicable Laws) and such assistance shall include but is not limited to the provision of all information on the identities and addresses of persons responsible for transactions made using the DMA Services;  
它会配合,各相关部门及时提供帮助,为任何目的进行审计,调查KGISS和/或其供应商,调查和/或合规性审查(是否或任何适用的法律可能违反不相关),这种援助应包括但不限于提供所有应就使用DMA服务交易负责人员的身份及地址信息;
- (g) it will have measures in place to meet minimum standards including standards on financial standing, credit history and criminal records (and such other standards as may be determined by KGISS at its sole discretion);  
将采取措施以满足最低标准,包括财务状况、信用记录和犯罪记录的标准(以及由KGISS自行决定的其他标准);
- (h) that the terms and conditions of the Agreement are legal, valid, binding and enforceable against it;  
该协议的条款和条件是合法的、有效的、具有约束力的,并可强制执行的;
- (i) that it has taken all necessary corporate action, and has obtained all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree to the terms and conditions of the Agreement and to access and use the DMA Services, and all transactions made using the DMA Services by it shall be in compliance with all Applicable Laws;  
已采取所有必要的公司行为,并已获得授权,批准,许可证或批准(根据适用法律或其他)是否需要接受并同意协议的条款和条件和访问和使用DMA服务,和所有事务使用DMA服务应当符合所有适用的法律;
- (j) any transaction entered into by the Client using the DMA Services is duly authorised and it agrees that KGISS shall have no obligation or duty to enquire if any transaction entered into using the DMA Services has been so authorised and shall be entitled at all times to assume so;  
客户使用DMA服务输入的任何交易均已经过适当授权,并同意KGISS没有义务或义务询问使用DMA服务的任何交易是否已获授权,并有权在任何时间内做出假

设;

- (k) that it has read and familiarised itself, as appropriate, with the Applicable Laws and all relevant information regarding direct market access and that it will not do or omit to do anything that would cause KGISS to be in breach of any Applicable Laws;  
在适当的情况下, 已阅读并熟悉有关直接市场接入的适用法律、法规和所有相关资料, 而且不会做或省略任何会导致KGISS违反任何适用法律的事情;
- (l) it will not use the DMA Services for any unlawful or illegal act or do or omit to do anything that would be in breach of any Applicable Laws;  
它不会使用DMA任何违反适用法律、法规的信息;
- (m) it is not prohibited under any Applicable Laws from using the DMA Services;  
在任何适用法律下, 不禁止使用DMA服务;
- (n) that it has reviewed the Agreement, has decided to enter into the Agreement and utilise the DMA Services based on its own independent judgement and has not in any way whatsoever relied on any representation, warranty or undertaking from KGISS in entering into the Agreement and utilising the DMA Services;  
and  
已审查了该协议, 已决定以其独立的判断为基础, 并利用DMA服务, 并没有以任何方式依赖于KGISS的任何表示、保证或承诺, 以进入协议并利用DMA服务;和
- (o) it shall ensure that all transactions entered into using the DMA Services do not exceed the limits prescribed by KGISS in relation to its account(s) at any one time and from time to time.  
它应确保所有进入DMA服务的交易均不超过KGISS在任何时间和不时地对其账户所规定的限制。

#### 4. Delegation in relation to KGISS DMA Services 委托KGISS DMA服务

4.1. KGISS (i) may delegate the performance of any function in connection with the DMA Services and (ii) reserves the right to use any agents or service providers on such terms as it thinks appropriate.

KGISS(i)可以委托履行与DMA服务有关的任何职能事务, (ii)保留在其认为合适的条件下使用任何代理或服务提供商的权利。

4.2. The Client represents, warrants and undertakes that:

客户保证并承诺:

- (a) it shall not delegate access to the DMA Services to any other persons or allow any person to delegate access to the DMA Services to other persons, unless KGISS's prior written consent has first been obtained;  
除非事先得到了KGISS的事先书面同意, 否则不得将DMA服务委托给其他任何人, 或允许任何人将对DMA服务的访问委托给其他人。
- (b) all such persons who have been delegated access shall comply with the terms and conditions of the Agreement as if they are the original parties to the Agreement and if requested by KGISS, such persons shall enter into separate agreements with KGISS to that effect; and  
所有被授予访问的人应遵守协议的条款和条件, 就像他们是协议的原始各方, 如果被KGISS要求, 这些人应与KGISS达成单独的协议;和
- (c) the Client and/or its delegates shall provide KGISS with the personal details, identities and addresses of such persons who have been delegated access and at the request of KGISS, provide any other information relating to such persons and Transactions made by them.  
客户和/或其代表应提供KGISS的个人详细资料、身份和地址, 并应KGISS的请求, 提供与这些人有关的任何其他资料和他们所作的交易。

4.3. In relation to the Sponsored Access granted to the Client as part of the DMA Services, the Client represents, warrants and undertakes that (on a continuing basis and which representations, warranties and undertakings are deemed to be repeated each time an instruction is issued by the Client to KGISS and/or at the date of each Transaction, with the intent that such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein):

与证券机构访问权限授予客户作为DMA的一部分服务, 客户代表, 认股权证和承担(在持续的基础上并代表、担保和事业被认为是重复每次由客户机发出一个指令KGISS在每笔交易的日期和/或意图, 这样的表示、保证和事业应当生存的完成任何交易系):

- (a) The Client and all such persons who are delegated Sponsored Access, whether granted by the Client or by such persons who (directly or indirectly) are recipients of the Client's delegation:
  - (i) are persons regulated by a any signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information in respect of the Regulated; or
  - (ii) are trading members of SGX-ST and are permitted to delegate Sponsored Access to the Client's respective related corporations only;  
客户以及所有获证券机构访问权限的人, 无论其权限是否由客户授予, 或由客户委托交易的人士(直接或间接)授予;  
(i)是由国际证券委员会(International Organisation of Securities佣金)多边谅解备忘录(International Organisation of Securities委员会)对有关的咨询和合作谅解备忘录进行监管的人员;或  
(ii)是SGXST的交易成员, 此类交易成员只允许将证券机构访问权限授予客户各自的关联公司;
- (b) the Client, and all persons granted delegated Sponsored Access shall comply with the terms and conditions of the Agreement and all Applicable Laws, including, without limitation, the SGX-ST Rules;  
客户, 以及所有被授予以证券机构访问权限的人, 应遵守《协议》和所有适用法律、法规的条款和条件, 包括但不限于SGX-ST规则;
- (c) the Client and all such persons granted delegated Sponsored Access have the necessary operational and technical systems and procedures in place for the Sponsored Systems:
  - (i) to enable sell orders to be marked as short sell orders or normal sell orders at the point of order entry in the Client's order management system; and
  - (ii) to ensure that a sell order cannot be transmitted to the electronic trading system for the automatic matching of orders designated and approved by SGX-ST for transactions on SGX-ST if it is not marked either as a short sell order or normal sell order;
  - (iii) the Client and all such persons granted delegated Sponsored Access shall allow access to KGISS, at all times, to the Sponsored Systems such that KGISS may set and control pre-determined automated limits (which are to be prescribed by KGISS at its sole discretion) in such systems, put in place alerts if limits are altered, put in place a system for the conducting of regular post-execution reviews of transactions and put in place all such other operational and technical requirements which are required under the Applicable Laws or which KGISS, at its sole discretion, deems fit; and
  - (iv) the Sponsored Systems shall comply with and meet the requirements stipulated under the Applicable Laws, including, without limitation, meeting the requirements set out in Rule 4.6.22, Rule 12.1.1, Directive No. 4, Directive 5 of the SGX-ST Rules and any other requirements set out by the SGX-ST relating to order management systems.

客户和所有被授权的资助人都必须配置完成相关证券业务的技术和程序, 以供证券机构系统使用:

- (i) 在客户订单管理系统的订单项下, 使销售订单被标记为卖空订单或正常销售订单;和
- (ii) 确保不能将销售订单传送到电子交易系统, 以供SGX-ST交易所指定并批准的订单的自动配对, 如果不是作为卖空指令或正常销售订单的标记;
- (iii) 客户和所有获得证券机构访问权限的此类人士有权随时访问KGISS, 以及KGISS可能设置并预先设定和自动控制限制条件(在它的唯一的谨慎)这样的证券机构系统, 实施警告如果改变限制, 建立系统的进行定期post-execution评论交易和实施所有其他的运营和技术要求等需要根据适用法律或KGISS, 认为符合;和
- (v) 证券机构系统应根据适用的法律符合要求的规则, 包括, 但不限于4.6.22会议需求的规则, 规则12.1.1.4号指令, 指令5条规则和任何其他要求的相关条例订单管理系统。

### SECTION III: GENERAL TERMS AND CONDITIONS (第三节: 一般条款和条件)

#### TERMS AND CONDITIONS FOR ELECTRONIC PAYMENT SERVICES

##### 电子支付服务的条款和条件

1. KGISS shall be entitled, but not bound, from time to time to pay the sales proceeds and contra gains (the "sales proceeds") arising from the transactions effected through the Securities trading account to the designated Bank Account of the Client. KGISS may, at its option, elect to pay the Client the sales proceeds by cheque and such election shall be binding on the Client.  
KGISS有权通过证券交易账户不时地向客户指定的银行账户支付销售收益和对敲收益("销售收入")。KGISS可以选择以支票方式向客户支付销售收益, 但此选择对客户是有约束力的。
2. No payments shall be made by KGISS to the designated Bank Account through the Electronic Payment For Shares service (the "service") on Saturdays or half business days of the Participating Banks or KGISS.  
由KGISS向指定银行账户支付的款项不应在托管银行或KGISS的周六或半日营业时间内通过电子支付服务("服务")支付。
3. KGISS shall be entitled, but not bound, from time to time to:
  - (a) deem and treat any payments made by the Client from time to time through the service (the "electronic payment") as being paid on the market day following the date of the electronic payment;
  - (b) apply all or any amounts received pursuant to the electronic payment in payment of outstanding purchases or contra losses (the "outstanding contracts") made through the Securities trading account in chronological order so that the outstanding contract for which payment is due first will be settled first, notwithstanding any instructions from the Client as to how the electronic payment is to be applied; and
  - (c) set-off all or any amounts received pursuant to the electronic payment against all or any amounts due and owing by the Client to KGISS before applying the said electronic payment to settle any outstanding contracts, notwithstanding any instructions from the Client as to which outstanding contract the electronic payment is to be applied.KGISS有权不定期地进行以下行为而不受约束:
  - (a) 将客户不时通过服务("电子支付")所支付的任何款项, 视为在电子支付日期后的市场日支付;
  - (b) 按照在证券帐户中以电子方式支付尚未结算的购买或对敲损失("未决合同")的时间顺序, 处理所有或任何收到的款项, 这样让先到期的未决合同先结算, 不论客户是否就如何处理电子支付发出过任何通知; 和
  - (c) 断开所有或任何金额收到按照对所有或任何电子支付的金额, 由于客户KGISS在应用说电子支付结算之前未完成的合同, 尽管来自客户机的任何指示哪些未决合同电子支付应用。
4. KGISS and the Participating Bank are not responsible for any errors, inaccuracies or omissions (the "omissions") in the information that may be displayed or transmitted by the Participating Bank to the Client for the purpose of making electronic payments through the service such as the contract or contra statement numbers and the amounts due thereunder. The Client's liability to the KGISS for all and any amounts owing to KGISS shall be unaffected by the omissions.  
KGISS和托管银行不负责任何错误、不准确或遗漏的信息("遗漏")可能是显示或通过托管银行的客户为目的通过服务如电子支付合同或反声明由于依据数字和金额。客户对KGISS所负的全部责任, 以及对KGISS的任何金额的责任, 均不受疏忽的影响。
5.
  - (a) The Client shall remain liable to the KGISS for all and any amounts owing to KGISS howsoever arising from transactions effected through the Securities trading account until full payment is received by KGISS.
  - (b) An electronic payment shall be deemed to be received by KGISS if KGISS's bank account is credited with the electronic payment. An instruction to the Participating Bank to debit the designated Bank Account and/or to transfer any amount from the designated Bank Account to KGISS shall not constitute payment to the KGISS.
  - (c) Nothing herein shall prejudice or preclude KGISS from exercising its rights to recover any amounts due and owing to KGISS howsoever arising from transactions effected through the Securities trading account, including the right to force-sell securities purchased under outstanding contracts, until KGISS has received full payment therefor.
  - (d) Where KGISS has exercised its rights to force-sell any securities, KGISS shall be entitled to apply all or any amounts received pursuant to the electronic payment in accordance with condition 3(c) hereof.

(a) 客户应继续对KGISS承担一切费用, 但KGISS所引起的交易而产生的任何金额, 直到KGISS收到全额付款为止。

(b) 如果KGISS的银行账户被计入电子支付, 则应视为KGISS接收电子支付。向托管银行发出指令, 向指定的银行账户付款, 或将任何金额从指定的银行账户转至KGISS, 并不构成支付给KGISS。

(c) 本协议的任何内容均不妨碍或阻止KGISS行使其应有的权利, 并因其通过证券交易账户所产生的交易而产生的任何金额, 包括在未履行合同的情况下强行出售的证券, 直至KGISS收到全额付款为止。

(d) KGISS行使其强制出售任何证券的权利, KGISS有权按照本协议第3(c)条的规定, 适用于所有或任何收到的款项。

6. Neither KGISS, the Participating Bank nor their respective agents shall be liable for any loss, consequential loss, damages, costs and charges suffered by the Client or any other party as a result of any failure by the Participating Bank to credit payment of the sales proceeds into the designated Bank Account or as a result of any failure by the Participating Bank to transfer any electronic payment from the designated Bank Account to KGISS or a result of any malfunction, partial or total failure of any machine, data processing system, electronic transmission or communications system or arising from causes or circumstances beyond the control of KGISS, the Participating Bank or their respective agents.

KGISS, 托管银行或其各自的代理人均不应当承担客户或任何其他人士因为託管银行未能将出售对价计入银行帐户或由于托管银行的任何电子支付失败, 或因为 KGISS, 托管银行或其各自的代理人无法控制的原因所致的系统, 机器, 数据处理系统, 电子传输通信系统故障, 所遭受的任何损失, 间接损失, 损害, 成本和费用。

7. KGISS and/or its agent's records of the instructions, operations or transactions made or performed, processed or effected through the service by KGISS and/or its agent or by purported to be by the Client or by the Participating Bank shall be binding and conclusive on the Client for all purposes whatsoever and shall be conclusive evidence of the instructions, operations or transactions.

KGISS和/或其代理人对于透过KGISS及/或其代理人执行的指示, 操作或交易, 或据称是由客户或托管银行所为指示的纪录, 应对于客户有拘束力且就该指示, 操作或交易视为确定证据。

8. KGISS shall be entitled to add, vary, rescind or amend any or all provisions of the Agreement at any time at its discretion.

KGISS有权酌情增加、变更、撤销或修改本协议的任何或所有条款。

9. For the purposes of these Terms and Conditions for Electronic Payment Services, "Participating Bank" means such licensed bank in Singapore as SGX-ST may approve from time to time; and "designated Bank Account" means a bank account opened by the Client with a Participating Bank and designated by the Client in writing to KGISS as a "designated Bank Account" for the purposes of Electronic Payment for Shares under these Terms and Conditions for Electronic Payment Services.

就这些电子支付服务的条款和条件的目的, “托管银行”是指新加坡证券交易所不时批准的持有执照的新加坡银行; “指定银行账户”是指由客户开立的银行账户, 并由客户以书面形式将其指定为“指定的银行账户”, 用于电子支付服务条款和条件下的电子支付股款的目的。