

ACCOUNT OPENING FORM 开户表格

INDIVIDUAL ACCOUNT
个人帐户



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Account Opening Instructions 开户指引

Application Forms 申请表

To open trading account(s) with us, please select and complete the appropriate forms:-
申请我们的交易账户请选择并填写合适的表格

Types of Trading Account 交易帐户种类	Forms Required 表格要求
<ul style="list-style-type: none"> - Securities 证券 - Margin Trading/Reits 保证金交易/房地产信托投资基金 - Securities Borrowing & Lending ("SBL") 证券借贷 	<ol style="list-style-type: none"> 1. Account Opening Form 开户表格 2. Booklet A - Terms & Conditions for Securities/Margin Trading/Reits/SBL Trading A册合同 - 证券/保证金交易/房地产信托投资基金/借券合约交易条款
<ul style="list-style-type: none"> - Futures 期货 - OTC (Leveraged Forex & Others) 柜檯买卖(槓杆外汇及其他) 	<ol style="list-style-type: none"> 1. Account Opening Form 开户表格 2. Booklet B - Terms & Conditions for Futures/OTC Trading B册合同 - 期货/柜檯买卖交易条款

Please read carefully the information in the Account Opening Form, the related terms and conditions, statements, agreements, and documents listed in Booklet A or B, and complete the forms with required details before signing.

请仔细阅读本公司的开户表格及A册或B册合同中所列相关条款、条件、声明、协议，并在签字前填写所需的详细信息。

Supporting Documents 支持文件

Please bring/attach the following supporting documents together with the completed forms:-
除填写完成的表格外，请一并递交下列证明文件

Face-To-Face Application 面对面申请	Non-Face-To-Face Application 非面对面申请
<ol style="list-style-type: none"> 1. Identity Card (Singaporean / Singapore PR / Malaysian) or Passport with at least 6 months validity (non-Malaysian foreigners) 身分证件(新加坡公民/新加坡永久居民/马来西亚公民)或至少6个月有效期的护照(非马来西亚公民的外国人) 2. ORIGINAL or CLEAR PHOTOCOPY* of proof of residential address (e.g., utility/telephone bill, bank statement) issued within last 3 months 最近3个月内的居住地址证明的原件或清晰复印件*(如: 水电/电话费帐单, 银行对帐单) 	<ol style="list-style-type: none"> 1. CLEAR PHOTOCOPY of Identity Card (Singaporean / Singapore PR / Malaysian) or Passport with at least 6 months validity (non-Malaysian foreigners)* 身分证件(新加坡公民/新加坡永久居民/马来西亚公民)或至少6个月有效期的护照(非马来西亚公民的外国人)的清晰复印件* 2. ORIGINAL or CLEAR PHOTOCOPY of proof of residential address (e.g., utility/telephone bill, bank statement) issued within last 3 months* 最近3个月内的居住地址证明的原件或清晰复印件(如: 水电/电话费帐单, 银行对帐单)*
<p>*Copy of the proof of residential address must be WITNESSED & CERTIFIED TRUE COPY by any one of:- 居住地址证明的复印件必须由下列任一人员见证并签署确认为真实副本</p> <ul style="list-style-type: none"> • Our staff independent of customer relationship; 独立于客户关系的KGI职员 • Notary Public or Commissioner of Oath; 公证人或同等职务人员 • Licensed solicitor; 律师 • Certified public accountant 会计师 	<p>*Copies of all the above supporting documents must be WITNESSED & CERTIFIED TRUE COPY by any one of:- 上述复印件必须由下列任一人员见证并签署确认为真实副本</p> <ul style="list-style-type: none"> • Our related company's authorised officer; KGI关联企业的有权人员 • Notary Public or Commissioner of Oath; 公证人或同等职务人员 • Licensed solicitor; 律师 • Certified public accountant; 会计师 • Singapore or Foreign Embassy 新加坡或外国使馆

Submission of Forms & Documents 递交表格及文件	Please submit the completed forms and supporting documents to our authorised officer or our office at:- 请将填妥的表格及证明文件交给我们的授权人员或交至以下办公处所 KGI SECURITIES (SINGAPORE) PTE. LTD. 4 Shenton Way #13-01 SGX Centre 2 Singapore 068807 Attention: Customer Service Officer 收件人: 客户服务经理
For Enquiries 疑问咨询	Please contact us at: (65) 6202 1188 or visit our office at the above address. 请透过电话 (65) 6202 1188 联系我们, 或造访上述的办公处所

ACCOUNT OPENING FORM 开户表格

This form may be used to apply for a Securities/Margin Trading/Reits/SBL and/ or Futures/OTC (Leveraged Forex & Others) trading account with **KGI SECURITIES (SINGAPORE) PTE. LTD.** ("Company") 本表用于与KGI Securities (Singapore) Pte. Ltd. ("KGI") 申请开立证券/证券借贷/保证金交易/房地产信托投资基金合约或期货/柜台买卖(横杆外汇及其他)交易帐户

1. PERSONAL PARTICULARS 个人信息

Full Name as in NRIC/Passport 身分证件显示的全名 (Please circle accordingly: Mr / Mrs / Ms / Madam / Dr) 请圈选称谓		Aliases (if any) 别名(如有)	
NRIC / Passport No. 身分证/护照号码		Passport Expiry Date (dd/mm/yyyy) (For foreign applicant) 护照到期日(如为外国申请人)	
Nationality 国籍		Permanent Resident of Singapore (For foreign applicant) <input type="checkbox"/> Yes <input type="checkbox"/> No 新加坡永久居民(如为外国申请人) 是 否	
Date of Birth (dd/mm/yyyy) 出生日期		Country of Birth 出生地	
Marital Status 婚姻状况		Email Address 电邮信箱	
Home No. 居家电话号码	Office No. 办公室电话号码	Mobile No. 手机号码	
Residential Address as in NRIC/Passport 身分证/护照显示的居住地址 Please tick 请勾选 <input type="checkbox"/> Self-owned 自有 <input type="checkbox"/> Rented 租赁 <input type="checkbox"/> Family's House 家族所有 <input type="checkbox"/> Mortgaged 贷款			
Postal Code 邮政编码			
Mailing Address (if different from Residential Address) (Please provide a copy of the supporting document dated within the last 3 months) 邮寄地址(如与居住地址不同)(请提供最近3个月地址证明)			
Postal Code 邮政编码			
Reason for using the mailing address 使用邮寄地址原因		Relationship with the owner of mailing address 与邮寄地所有人关系	
Education Qualification 教育程度 <input type="checkbox"/> Tertiary (University/ Polytechnic) 大学相当 <input type="checkbox"/> Secondary ('O'/'A' Level, Vocational Institute) 中学相当 <input type="checkbox"/> Primary & below 小学及以下			

2A. FINANCIAL INFORMATION 财务信息

Name of Employer* / Last Employer* (最近)雇主名称 (*delete where applicable) (依实际情形删除)		Employment Status (Please tick) <input type="checkbox"/> Self-employed 自聘 <input type="checkbox"/> Employed 受雇 <input type="checkbox"/> Retired 退休 <input type="checkbox"/> Unemployed 待业中	
Address of Employer* / Last Employer* (最近)雇主地址 (*delete where applicable) (依实际情形删除)		Postal Code 邮政编码	
Occupation (if retired/unemployed, please state last appointment held) 职业(如已退休/待业中, 请载明最近期职业)			
Annual Income 年收入	<input type="checkbox"/> Less than S\$25,000	<input type="checkbox"/> S\$25,001 to S\$50,000	<input type="checkbox"/> S\$50,001 to S\$100,000 <input type="checkbox"/> S\$100,001 to S\$150,000
	<input type="checkbox"/> S\$150,001 to S\$300,000	<input type="checkbox"/> Above S\$300,000	
Estimated Net worth (refers to the net value of individual's assets such as shareholding & properties owned including cash after deduction of liabilities) 估计淨值	<input type="checkbox"/> Less than S\$250,000	<input type="checkbox"/> S\$250,001 to S\$1M	<input type="checkbox"/> S\$1,000,001 to S\$2M <input type="checkbox"/> Above S\$2M
Source of Wealth 财富来源	<input type="checkbox"/> Salary 薪资	<input type="checkbox"/> Savings 存款	<input type="checkbox"/> CPF/ Pension 退休金 <input type="checkbox"/> Business Income 商业收入
	<input type="checkbox"/> Investment Income 投资收入	<input type="checkbox"/> Inheritance income 继承收入	<input type="checkbox"/> Others 其他 _____
Source of Fund (Please indicate if it is the same as the source of wealth): 资金来源(请表示是否与财富来源相同)	<input type="checkbox"/> Yes 是	<input type="checkbox"/> No, please specify _____ 否,请载明	

2B. NATURE OF ACCOUNT ACTIVITY (Applicable only for Futures/OTC/FX customer)

In respect to your initial margin & subsequent margin deposit top-up, please tick in the appropriate box.
就您的起始保证金和随后的保证金的补充, 请勾选合适的选项:

Self-Funded 自有资金

Funded by banks/finance companies 银行/融资公司提供的资金 Others, please specify 其他, 请说明 _____

Estimated initial deposit \$ 预计起始保证金\$ _____

Depending on market conditions, what is the average number of trades do you think you would be doing every month?
根据市场条件, 您认为您每月的平均交易次数是多少?

5 to 10 trades / 5—10次 11 to 30 trades / 11—30次 Others, please specify range 其他, 请说明 _____

3. DECLARATION OF GOODS & SERVICES TAX STATUS 商品服务税资格声明

Do you have your usual place of residence* in Singapore? Yes No, please specify your usual place of residence: _____
 您在新加坡有经常居住地吗 是 否,请载明您的经常居住地

*An individual should just have one usual place of residence at any point in time. The "usual place of residence" of an individual should have the following attributes: 1) The individual stays in that country voluntarily and for a settled purpose, such as to pursue a course of study or due to employment; and 2) The individual's stay in that country has some degree of continuity, apart from temporary or occasional absence, such that it forms part of the regular and habitual pattern of his life. If an individual has a Singapore residential address, he shall be regarded as having usual place of residence in Singapore.
 个人应在任何时候只有一个经常居住地(个人自愿且基于居住目的所在地,且持续居住),如具有新加坡居住地址,则视为在新加坡有经常居住地

4. TAX RESIDENCY SELF-CERTIFICATION 税务居民自我认证

1. Country/Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number or equivalent number ("TIN")

税务居民所属国家/管辖区域及税务居民辨识号码或相当号码 ("TIN")

Please complete the following table indicating (i) where the account holder is tax resident and (ii) the account holder's TIN for each country/jurisdiction indicated. 请填写下方表格载明(i)帐户持有人的税务居民所属国家/管辖区域,以及(ii)在每一国家/管辖区域的TIN。

Please indicate **ALL** countries/jurisdictions (including Singapore and US, if applicable). If the account holder is a tax resident of Singapore, the TIN is the NRIC, FIN, the Income Tax Reference Number ("ITR"), or the Tax Reference Number assigned by IRAS ("ASGD"). 请载明所有国家/管辖区域(如有适用,包含新加坡及美国)。如帐户持有人为新加坡税务居民, TIN即为NRIC, FIN, ITR或ASGD号码。

If a TIN is unavailable, please provide the appropriate reason A, B or C where indicated below: 如果无法提供TIN, 请依下述注明相关理由:

Reason A - The country/jurisdiction where the account holder is resident does not issue TINs to its residents.

原因A - 帐户持有人所属的该国家/管辖区域并未核发TIN予其居民

Reason B - The account holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason).

原因B - 帐户持有人无法取得TIN或相当号码 (如选择此原因, 请说明为何无法取得)

Reason C - No TIN is required. (Only select this reason if the domestic law of the relevant country/jurisdiction does not require the collection of the TIN issued by such jurisdiction).

原因C - 不需要TIN (只有相关国家/管辖区域的国内法律不要求收集TIN时才能选择此原因)

Country/ Jurisdiction of tax residence 税务居民所属国家/管辖区域	TIN	If no TIN available, enter Reason A, B or C 如果未提供TIN, 填写原因A, B或C	Explain why you are unable to obtain a TIN if you selected Reason B 如果选择原因B, 请说明为何无法取得TIN
1			
2			
3			
4			
5			

Note: 注意

(1) A US citizen (US passport holder) or US green card holder is considered a tax resident of the United States even he/she is a tax resident of another jurisdiction. 美国公民(持有美国护照)或美国绿卡持有人应视为美国税务居民, 无论是否同时为其他国家的税务居民

(2) If you declare in the above that you are a US tax resident, please provide us with the completed and signed W-9 Form, which is available upon request or can be downloaded from the US Internal Revenue Service Forms: <https://www.irs.gov/forms-instructions> 如您上述声明您为美国税务居民, 请提供填妥及签署的表格W-9 (可以向KGI请求提供, 也可以从美国税局的表单服务网页下载)

(3) If you did not declare in the above that you are a US tax resident but you have at least one of the following US indicia, please provide us with the completed and signed W-8BEN Form, which is available upon request or can be downloaded from the US Internal Revenue Service Forms: <https://www.irs.gov/forms-instructions> 如您未在上述声明为美国税务居民, 但您有至少下列任一美国指标, 请提供填妥及签署的表格W-8BEN (可以向KGI请求提供, 也可以从美国税局的表单服务网页下载)

- US place of birth 美国出生地

- US address (residence, mailing or PO Box) 美国地址(居住地/邮寄地/邮箱)

- US telephone number 美国电话号码

- Standing instruction to transfer funds to an account maintained in the US 转汇资金到美国帐户的有效指令

- Power of attorney or signatory authority granted to a person with a US address 委任持有美国地址人士的授权

For more information, please visit the OECD or IRAS website: 欲了解更多信息, 请登入OECD 或IRAS 网址

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

<https://www.iras.gov.sg/IRASHome/Quick-Links/International-Tax/Common-Reporting-Standard--CRS-/>

2. Declarations 声明

a. I understand that the information contained herein is covered by the full provisions of the terms and conditions governing the account holder(s)'s relationship with the Company setting out how the Company may use and share the information supplied by me. 我瞭解此处提供的信息适用于帐户持有人与KGI之间有关KGI如何使用并分享我们所提供信息的所有条款约定。

4. TAX RESIDENCY SELF-CERTIFICATION (cont'd) 税务居民自我认证 (续)

- b. I acknowledge that the information contained herein and information regarding the account holder(s) and any reportable account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the account holder(s) may be tax resident pursuant to intergovernmental agreements to exchange financial account information. 我确认此处提供的信息以及有关帐户持有人及应申请帐户的信息可能会提供给本帐户所在的税务机关, 并依据政府间就金融帐户信息交换有关的约定, 与帐户持有人为税务居民的其他国家/管辖区域的税务机关进行交换。
- c. I understand that it is an offense under applicable Singapore laws to knowingly provide false or misleading information regarding tax residency status and that such offense is punishable with a fine and/or imprisonment. I hereby declare and confirm that the information given and the statements made herein are, to the best of my knowledge and belief, correct and complete. 我瞭解故意提供错误或令人误导的有关税务居民身分的信息违反相关新加坡法律, 得处以罚款及/或有期徒刑。我在此声明并确认所提供的信息及此处所作的陈述, 依我尽力所知及所信, 确属正确及完整。
- d. I undertake to advise the Company of any change in circumstances which affects my tax residency status or causes the information contained herein to become incorrect or incomplete, and to provide the Company with a suitably updated self-certification form within **30 days** of such change in circumstances. 我承诺通知KGI任何影响帐户持有人税务居民身分或导致此处提供的信息成为不正确或不完整的情事变更, 并且在发生此情事变更30日内, 提供KGI妥适更新后的自我认证表。

5. ACCOUNT RELATIONSHIP INFORMATION 客户关系信息

Are you related to any employee, Trading Representative (TR) or Registered Representative (RR) of the Company?

您是否与KGI的雇员、交易代表或登记代表有关?

No否 Yes, please state: Name是, 请载明姓名 _____ and Relationship关系 _____

Do you have securities, margin trading/Reits, SBL, futures & OTC (leveraged forex & others) trading account(s) with other broking firms?

您是否有在其他经纪行开立证券、保证金交易/房地产信托投资基金证券借贷、期货和场外交易(杠杆式外汇及其他)交易账户?

No否 Yes, please state: Name of firm(s)是, 请载明经纪行(1) _____ (2) _____ (3) _____

Do you have any existing account(s) or influence/control over the trading or have a financial interest in any other account in the Company?

您是否已有在KGI开立账户或对其他在KGI的帐户的交易有什么影响力或控制权, 还是对其他在KGI的帐户有财务利益?

No否 Yes, please state: Account no.是, 请载明帐号 _____

Are you a principal shareholder* of any company maintaining an account with the Company?

您是否在任何在KGI持有帐户的公司的主要股东*吗?

No否 Yes, please state: Company name是, 请载明公司名称 _____ & Account no.帐号 _____

Company name, 公司名称 _____ & Account no.帐号 _____

* Principal shareholder means a person has control of not less than 25% of the voting power in the firm or corporation, whether such control is exercised individually or jointly. 主要股东是指控制该公司不少于25%表决权股份的人士(单独或共同持有)

Do you have any influence or control over the trading or have a financial interest in any other account in the Company?

您是否对公司的任何其他账户交易有任何影响或控制权或有经济利益?

No否 Yes, please state: Account name账户名称 _____ & Account no.帐号 _____
是, 请载明

Account name账户名称 _____ & Account no.帐号 _____

Do any of your immediate family members maintain an account with the Company? 您的直系亲属是否已有在KGI开立账户?

No否 Yes, please state: Name姓名 _____ Account no.帐号 _____ Relationship关系 _____
是, 请载明

Name姓名 _____ Account no.帐号 _____ Relationship关系 _____

Immediate family members include spouse, child, adopted child, step-child, brothers, sister and parents.

最近亲属包含配偶, 子女, 养子女, 继子女, 兄弟姊妹及父母

Does any other persons/account owners control the trading of or has a financial interest in this account?

是否有任何人/帐户持有人控制本帐户或对本帐户有财务利益?

No否 Yes, please state: Name姓名 _____ Account no.帐号 _____ Relationship关系 _____
是, 请载明

Name姓名 _____ Account no.帐号 _____ Relationship关系 _____

Please attach a separate schedule if the space provided here is insufficient. 如此处提供的空间不足, 请自行附加表格

Purpose and intend nature of business relationship: 商业关系目的及预期性质

Trading of Equity 证券交易 Others, please specify: _____
其他, 请载明

Expected amount for each transaction: _____
预期每次交易金额

6. POLITICALLY EXPOSED PERSONS (“PEP”) ^政治敏感人士

i) **Do you hold, have previously held, or are currently seeking a position or are being considered for a prominent public position?**
您是否曾持有、或正在谋求职位或正在考虑担任重要的公职？

No 否 Yes 是

ii) **Does any of your immediate family members hold or are currently seeking a position or are being considered for a prominent public position?**
您的直系亲属是否持有，或正在考虑担任重要的公职？

No 否 Yes 是

Please provide the following information if you answered “Yes” to the above questions: 如果您上述任一问题回答‘是’，请提供下列信息

Name 姓名	Relationship to Applicant 与申请人的关系	Designation/Title 职位/职称	Employer / Country 雇主/国家
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Note: ^Politically Exposed Person (“PEP”) means (i) a natural person who is or has been entrusted with prominent public functions⁽¹⁾ whether in Singapore, a foreign country or an international organization⁽²⁾; (ii) family members⁽³⁾ of such a person; or (iii) close associates⁽⁴⁾ of such a person. 注意：^政治敏感人士 (PEP) 是指 (i) 属于政要或被赋予重要公共职位的自然人 (无论是否在新加坡，外国国家或国际组织)；(ii) 该人士的家庭成员；或 (iii) 该人士的亲信。

- Prominent public functions includes the roles held by a head of state, a head of government, government ministers, senior civil servants, senior judicial or military officials, senior executives of state owned corporations, senior political party officials, member of the legislature and senior management of international organization. 重要公共职位包括国家元首、政府首脑、政府部长、高级公务员、司法或高级军事官员、国有企业的高管、政党的高级官员、立法机关的成员和国际组织的高级管理人员。
- International organization means an entity established by formal political agreements between member countries that have the status of international treaties, whose existence is recognized by law in member countries and which is not treated as a resident institutional unit of the country in which it is located. 国际组织是指成员国之间透过具备国际条约地位的正式政治协议所建立的一个实体，其存在是经成员国立法承认并且不视为所在地国的所属机构。
- Family member means a parent, step-parent, child, step-child, adopted child, spouse, sibling, step-sibling and adopted sibling of the PEP. 家庭成员是指父母，继父母，子女，继子女，养子女、配偶、兄弟姐妹，继兄弟姐妹和养兄弟姐妹。
- Close associate means a natural person who is closely connected to a PEP, either socially or professionally. 亲信是指与PEP有密切联系的自然人，无论是在社交上还是在职业上。

7. CLIENT PROFILE DECLARATION AND CAR/CKA ASSESSMENT 客户背景声明及CAR/CKA评估

Please ensure that the information provided are complete and accurate. Any incomplete or inaccurate information provided by you may affect the outcome of our assessment of whether you have the relevant knowledge and experience to deal in certain products.

请确认提供的信息均属完整及正确。任何不完整或不正确的信息可能影响您是否具备交易若干产品的相关知识和经验的评估结果。

1. INDIVIDUAL DECLARATION 个人声明

I. Accredited Investor 合格投资者

I confirm that I am an **Accredited Investor** as defined in section 4A(1)(a) of the Securities And Futures Act (Cap. 289) (the "Act"), being: 我确认我是《证券与期货法》(第 289 章)第 4A(1)(a) 定义的合格投资者, 即

Please tick accordingly 请勾选

whose net personal assets exceed in value S\$2 million* (or its equivalent in a foreign currency); of which no more than S\$1,000,000 (or its equivalent in a foreign currency) in value is contributed by the net estimated fair market value of my primary residence; 个人净资产超过两百万新币 (或等值外币) 或其他权威机构规定数额可取代, 且其房产市场估值对其净资产的贡献不超过100万新币 (或等值外币)

whose financial assets (net of any related liabilities) exceed in value \$1 million (or its equivalent in a foreign currency) or such other amount as the Authority may prescribe in place of the first amount, where "financial asset" means — 其金融资产 (扣除任何相关负债) 超过1,000,000元 (或等值外币) 或主管机关所规定其他代替前述金额的数额。前述所称之"金融资产"即:

- a deposit as defined in section 4B of the Banking Act; 银行法第4B条中所定义的存款;
- an investment product as defined in section 2(1) of the Financial Advisers Act; or 财务顾问法第2 (1) 条定义的投资产品; 或
- any other asset as may be prescribed by regulations made under section 341; or 依据第341条订立的规则中所明订的任何其他资产; 或

whose income in the past 12 months is not less than S\$300,000* (or its equivalent in a foreign currency); 个人过去全年十二个月收入总额不少于三十万新币 (或等值外币)

** Enclose a copy of the relevant supporting document and complete the Accredited Investor Opt-In Form.
提供合格投资者选择参加表格和证明文件*

II. Expert Investor 专业投资者

I confirm that I am an **Expert Investor** as defined in section 4A(1)(b) of the Securities And Futures Act (Cap. 289) (the "Act"), being: 我确认我是《证券与期货法》(第 289 章)第 4A(1)(b) 定义的合格投资者, 即

Please tick accordingly 请勾选

a person whose business involves the acquisition and the disposal, or the holding, of capital markets products, whether as principal or agent; 从事的行业包括资本市场产品的购买和处理以及持有, 无论是委托方还是代理方

the Trustee of such trust as the Authority may prescribe, when acting in that capacity; or 有权机关规定的信託的受託人

such other person as the Authority may prescribe. 其他有权机关规定的人士

7. CLIENT PROFILE DECLARATION AND CAR/CKA ASSESSMENT (con't) 客户背景声明及CAR/CKA评估**Declaration**

I hereby agree, declare and warrant as follows:
我在此同意，声明并保证如下：

- i. that for the purpose of the above declaration, I undertake to update you immediately and agree to provide supporting documents to the Company for verification purpose, upon request if the information provided herein, or otherwise in connection with the above declaration, is no longer true, correct or accurate in any respect in relation to all accounts I maintain with you; 关于上述声明，如果以上声明中涉及的信息与本人在贵司开立的所有相关账户不实、不符或不准确，本人保证立即更新并根据贵司要求提供相关证明文件以供核查。
- ii. that as long as I am any one of the abovementioned investor or until I have formally notified you otherwise in writing, I understand that I am not required to go through any assessment or review with the Company as to my knowledge or experience in Specified Investment Products (SIPs) and confirm that I will be solely responsible for determining the suitability for myself of any and all investment products, advice or recommendations and that I am solely liable for all financial and other consequences ensuing there from; 除非以书面形式通知贵司，否则本人将满足上述任意投资人身份。本人知晓基于本人对特定投资产品（SIP）的认知和经验，贵司将不要求本人通过任何评估或检查。本人确认对任何及所有投资产品、建议或推荐自量适用性并承担全部责任，并对由其产生的一切财务及其他后果承担全部责任。
- iii. that the Company may rely on the declarations to be exempted from certain provisions of the SFA and the Financial Advisers Act ("FAA"), including without limitation the following sections of the FAA under their corresponding exemptions: 贵司可以根据此申明对SFA和FAA的某些条款免责，包括但不限于以下部分：
 - Section 25 of the FAA -Disclosure of product information, exempted under Regulation 33 of the FAR
FFA第25条 -产品信息披露，可豁免于FAR第33条
 - Section 27 of the FAA - Reasonable basis for making investment, recommendation, exempted under regulation 34 of the FAR
FFA第27条 – 以合理的依据作出的投资、建议，可豁免于FAR第34条
 - Section 36 of the FAA - Disclosure of certain interests in securities, exempted under regulation 35 of the FAR.
FFA第36条 -某些证券权益的相关披露，可豁免于FAR第35条。
- iv. that my status as declared herein shall (and continue to) be valid, binding and legally effective on/in relation to me in all respects in relation to all accounts I now or hereafter shall open/maintain with you. 以上关于本人情况的声明，将与本人在贵司所有现有账户或未来开立账户同时享有法律效力，并将（持续）有效。
- v. I undertake to indemnify the Company (including its related entities, directors, shareholders, officers and employees) for any loss, claim or expenses (including legal costs) it sustains as a result of relying on the information provided. 本人承诺赔偿贵司（包括其相关实体，董事，股东，高级职员和雇员）因依赖本人所提供信息而遭受的任何损失、索赔或费用（包括法律费用）。

Signature of Customer

NRIC/Passport No.

Name of Customer

Date

CRITERIA 标准	CAR (Listed SIPs) 客户账户审核	CKA (Unlisted SIPs) 客户认知评估
1. Educational Qualification 学历	<p>Do you have one or more of the following qualifications? 您是否有下列其一或多个学历认证?</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <p>A. Diploma or higher qualification(s) in any of the following discipline(s): 具备下述领域的文凭或更高级资格认证</p> <ul style="list-style-type: none"> - Accountancy会计 - Actuarial science精算学 - Business/business administration/business management/business studies商业/工商管理/企业管理/商业研究 - Capital markets资本市场 - Commerce商务 - Computational finance计算金融 - Economics经济学 - Finance金融学 - Financial engineering / planning金融工程、财务规划 - Insurance保险 <p>Type of Qualification: _____ 认证种类</p> <p>Name of Institution: _____ 机构名称</p> <p>Year of Graduation: _____ 毕业年度</p>	<p>B. Any of the following professional finance-related qualification(s): 与金融相关的专业资格认证</p> <ul style="list-style-type: none"> - Associate Financial Planner 财务规划师 - Associate Wealth Planner 财富规划师 - Certified Financial Planner 认证财务规划师 - Certified Financial Technician 认证财务工程师 - Chartered Financial Analyst 财务分析师 - Chartered Financial Consultant 财务顾问 - Chartered Alternative Investment Analyst 另类投资分析师 - Chartered Institute of Securities and Investment 证券投资机构 - Certified Public Accountant/Association of Chartered Certified Accountants 注册会计师/特许公认会计师公会 - Capital Markets and Financial Services (CMFAS) Exam Module 6 AND Module 7 (or Module 6A) CMFAS 考试 - Financial Risk Manager 财务风险管理师 <p>Type of Qualification: _____ 认证种类</p> <p>Year of Certification: _____ 取得认证年度</p>
2. Work Experience 工作经验	<p>Do you have a minimum of 3 consecutive years of relevant working experience in the past 10 years, in the following area(s): 您是否过去 10 年里, 在下述方面至少有连续 3 年的工作经验 (support functions that are administration or clerical in nature will not considered as relevant experience) 不含行政或庶务本质的支援职务</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <ul style="list-style-type: none"> - Development / Structuring of investment products 投资产品开发/构建 - Management of investment products 投资产品管理 - Sale / Trading of investment products 销售/交易投资产品 - Provision of training in investment products 提供投资产品培训 <p>Name of Company: _____ Designation: _____ Period of Service: _____ 任职公司名称 职位 在职期间</p>	<ul style="list-style-type: none"> - Research on or analysis of investment products 投资产品研究或分析 - Work experience in accountancy, actuarial science, treasury and/or financial risk management activities 会计、精算学、财政或金融风险管理工作方面的经验 - Provision of legal advice in any of the listed areas 就上述领域提供法律建议
3. Investment Experience 投资经验	<p>Have you traded a minimum of 6 transactions in Listed SIPs in the preceding 3 years? 您是否在过去的三年里进行了至少六次上市SIP交易</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <p>Examples of Listed SIPs*: 上市SIP如</p> <ul style="list-style-type: none"> - Certificates 证书 - Exchange Traded Funds /Notes 交易所买卖指数基金/债券 - Futures 期货 - Structured Warrants or Options 权证和期权 <p>Type of Products产品种类: _____ Month / Year of Transaction交易年月: _____</p> <p><small>* may vary from time to time according to MAS rules and regulations 可能因MAS规定不时异动</small></p>	<p>Have you traded a minimum of 6 transactions in Unlisted SIPs in the preceding 3 years? 您是否在过去的三年里进行了至少六次未上市SIP交易</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <p>Examples of Unlisted SIPs*: 未上市SIP如</p> <ul style="list-style-type: none"> - Leverage Foreign Exchange 杠杆外汇 - OTC Products 场外交易产品 - Unit Trust 单位信托基金 <p>Type of Products产品种类: _____ Month / Year of Transaction交易年月: _____</p> <p><small>* may vary from time to time according to MAS rules and regulations 可能因MAS规定不时异动</small></p>
4. Investment Education 投资学习	<p>(a) Have you personally undergone and completed the SGX eTutorial and passed the online quiz? https://onlineeducation.sgx.com/specifiedinvestmentproducts/ 您是否亲自完成SGX eTutorial并通过线上考试</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否 If yes, score is ___%如是, 通过率为</p> <p>How many attempts did you make before you passed the SGX eTutorial Module? _____ 在通过前, 您曾尝试过几次</p> <p>(b) Have you previously been refused by any financial institution to open account to trade in SIPs? 您曾经被任何金融机构拒绝开户交易SIPs</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <p>If "Yes", please state the number of times rejected _____ 如是, 请告知被拒绝次数</p>	<p>(a) Have you personally undergone and completed the ABS-SAS e-learning and passed the online assessment? https://sips.abs.org.sg/ 您是否亲自完成ABS-SAS就未上市SIPs的线上学习并通过线上评估</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <p><i>Provide copy of the certificate issued by ABS-SAS e-learning system 请提供证书影本</i></p> <p>How many attempts did you make before you passed the ABS-SAS e-learning Module? _____ 在通过前, 您曾尝试过几次</p> <p>(b) Have you previously been refused by any financial institution to open account to trade in unlisted SIPs? 您曾经被任何金融机构拒绝开户交易未上市SIPs</p> <p><input type="checkbox"/> Yes是 <input type="checkbox"/> No否</p> <p>If "Yes", please state the number of times rejected _____ 如是, 请告知被拒绝次数</p>

ASSESSMENT RESULT 评估结果

Based on the above assessment, I understand that I: 基于上述评估, 我瞭解

CAR for Listed SIPs 就上市SIP的CAR

possess the relevant knowledge or experience for Listed SIPs, as one or more of my answers to the above (other than Q4(b)) is Yes, and my answer to Q4(b) is No. You will contact me if you need more information from me. 我具备上市SIP相关知识或经验, 因为我就上述(除Q4(b)外)一个或多数回答'是', 而就Q4(b)回答'否'。我也瞭解KGI如须更多信息, 将会与我联系。

do not possess the relevant knowledge or experience in Listed SIPs. I will not be able to continue to trade in Listed SIPs. 我不具备上市SIP相关知识或经验。我将无法继续交易上市SIP。

Please complete the Online Education programme of the SGX (mentioned in Q4(a)) and pass the online quiz or submit the 'Customer's Acknowledgment for CAR' if you still intend to trade in Listed SIPs 如您仍有意交易上市SIP, 请完成SGX线上学习课程(如上述Q4(a)所提)并通过线上测试, 或提交'客户确认书'

CKA for Unlisted SIPs 就未上市SIP的CKA

possess the relevant knowledge or experience in Unlisted SIPs, as one or more of my answers to the above (other than Q4(b)) is Yes, and my answer to Q4(b) is No. You will contact me if you need more information from me. 我具备未上市SIP相关知识或经验, 因为我就上述(除Q4(b)外)一个或多数回答'是', 而就Q4(b)回答'否'。我也瞭解KGI如须更多信息, 将会与我联系。

do not possess the relevant knowledge or experience in Unlisted SIPs. I will not be able to continue to trade in Unlisted SIPs. 我不具备非上市SIP相关知识或经验。我将无法继续交易未上市SIP。

If you still wish to trade in Unlisted SIPs, you can take the online e-module course offered by ABS-SAS and be eligible to trade once you have passed. 如您仍有意交易未上市SIP, 您可以通过完成ABS-SAS的线上学习并通过线上评估以取得资格

DECLARATION 声明

- I confirm that all the information provided herein is true and accurate and I have not omitted nor misrepresented any material and/or relevant facts and information. I understand and acknowledge that any inaccurate or incomplete information provided by me may affect the outcome of the CAR and/or CKA.
- I understand that the above is strictly for the purpose of enabling the Company to assess whether I have the relevant knowledge or experience to trade Listed SIPs and/or Unlisted SIPs, and I acknowledge the assessment result as shown in the above.
- I confirm that regardless of the outcome of this CAR and/or CKA, I am fully aware that I can, at any time, request for advice concerning Listed SIPs and/or Unlisted SIPs for a fee.

我确认, 所提供的任何信息均为真实准确的, 且没有忽略任何相关事实。我了解并确认, 我提供的任何不准确或者不完整信息均会影响到CAR/CKA结果。我瞭解上述仅供KGI评估我是否具备交易上市/未上市SIP的相关知识或经验之用, 并且我确认上述的评估结果。我确认, 无论此CAR/CKA 结果如何, 我都完全了解, 我可以随时要求付费获得有关上市/未上市SIP的建议。

Signature of Customer 客户签名

NRIC/Passport No. 身份证/护照号码

Name of Customer 客户姓名

Date 日期

8. DECLARATION AND AGREEMENT 声明及同意

By signing this application form, I hereby declare and agree that: 透过签署本申请表, 我特此声明并同意:

- a) I request the Company to open trading account(s) (the "Account(s)") and provide relevant services in relation to the transactions that may be conducted through or under my Account(s) from time to time for the purpose and intention of trading in securities, futures and other financial products, I agree to notify you of any change to such purpose and intention; 我向KGI请求开立交易账户 ("账户"), 并由KGI提供相关服务, 以便基于交易证券、期货和其他金融产品的目的和意图通过该账户不时进行交易, 我同意一旦此目的和意图有任何变化将通知KGI;
- b) I am opening the Account(s) for my benefit as the legal and beneficial owner and based on my sole judgment; I did not rely on representation, warranty, views or information from the Company, its employees or agents; 我基于自身的判断开户; 并未依赖于KGI、其员工或代理人的陈述、保证、意见或信息;
- c) I will supply any information, execute any documents and instruments, and do all acts as the Company may require in connection with the processing of this application and the opening, operation and maintenance of the Account(s); 我将提供任何信息, 签署任何文件和契据, 和从事所有KGI要求与处理此申请程序和开立, 操作和维护账户所需的行为;
- d) I have full capacity and authority to make this application and that I am not under 18 years of age, of unsound mind, or an undischarged bankrupt; 我有完全的能力及权利进行本项申请, 且我并非未满18岁, 丧失心神或被告破产;
- e) All information given herein is true, correct and up-to-date, and I have not withheld any material fact; in the event of any change in my particulars (including my tax status), I undertake to promptly notify the Company in writing and provide the Company with such information, documents or other evidence which may be required by the Company; 我在此提供的所有信息均是真实的、正确的和最新的, 我并没有隐瞒任何事实; 如该等信息在重要细节上发生任何变化 (包括我的税务状况), 我保证及时书面通知KGI, 并提供KGI要求的相关信息, 文件或其他证据;
- f) I have read, fully understood and accepted all applicable terms and conditions in connection with the Account(s) and the relevant services provided by the Company, including and not limited to relevant risk disclosure statements, agreements, notes and/or notices (collectively the "T&C"). I agree to be bound by all the provisions of the T&C, as amended, and I acknowledge that the prevailing T&C is available at the Company's website or upon request and subjects to changes by the Company from time to time; 我已阅读、充分理解并接受有关KGI提供的账户及相关服务的所有适用条款和条件, 包括但不限于相关的风险披露声明、协议、通知和/或通知 (统称"T&C")。我同意受现行的T&C的约束, 并且我认知现行的T&C可以在KGI的网站上下载或向KGI索取, KGI也可能随时变更该T&C内容;
- g) I will at all times abide by all applicable laws and regulations, rules, customs, practices, notices, directives, advice or recommendations of any relevant regulatory body as are in force and as may be applicable to me, the Company, and the Account(s), including without limitation to, tax laws and exchange restrictions, or disclosure or registration requirements; 我将随时遵守所有适用的法律和法规、任何相关监管机构有效的并可能适用于我, KGI和帐户的规则、习俗、惯例、通知、指示、意见或建议, 包括但不限于税法 and 外汇限制, 或披露或登记要求;
- h) All monies which will be paid to the Company originates from a legitimate source; 所有将付给KGI的款项都来自合法来源;
- i) Any failure on my part to provide accurate and timely information or documentation, including but not limited to countries of tax residence and associated tax payer identification numbers, may result in the Company having to deem the Account(s) as recalcitrant and/or reportable and take all necessary action in order for the Company to be compliant with all requirements under Foreign Account Tax Compliance Act ("FATCA"), Common Reporting Standard ("CRS"), local legislation in connection with FATCA and CRS, and any other provision arising out of an agreement between governments in relation to FATCA and CRS; and任何我无法提供准确和及时的信息或文件, 包括但不限于税务居民的国家和相关的纳税人识别号, 可能会导致KGI不得不将帐户视为不合作帐户和/或可报告帐户并且采取一切必要的行动, 以符合FATCA, CRS, 与其有关的本地法令和政府间协议的任何其他规定;
- j) My submission of this application and the acceptance of this application by the Company in no way implies approval for the opening of the Account(s) and that the Company reserves the unconditional right not to approve this application without giving any reasons whatsoever. KGI受理本申请, 并不意味着KGI同意开户, KGI有权不附理由不批准本申请。

9. DECLARATION OF TAX COMPLIANCE 税收遵从声明

I hereby represent and declare that: 我兹确认并声明

- i. I shall be fully responsible for my own tax affairs and ensure that my Account(s) maintained with the Company are in compliance with all laws to which they are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements on funds and assets ("Tax Laws"); 我全面负责自己的税务并确保在KGI所持的帐户符合所有法律要求, 包括但不限于所有的税收法律法规、外汇管制要求和对资金和资产的登记要求 ("税法") ;
- ii. Without detracting from the generality of the above, I confirm that any and all funds and assets placed and will place with the Company and any profit accrued therefrom are in full compliance with the Tax Laws of relevant jurisdiction where I am domiciled, resident or deemed resident in, employed, engaged in any business or trade of which I am citizen or permanent resident and/or which I am legally otherwise subject to; 在没有偏离上述一般叙述的基础上, 我确认, 任何所有存放于KGI的资金和资产及其任何孳息完全符合有关管辖区域将我视为税务居民或我受其规管从事任何商业或贸易的税收法律;
- iii. To the best of my knowledge and belief, I have not willfully committed and/or convicted of any serious tax offense; 据我所知及所信, 我并没有故意触犯严重税务法令或因此被定罪;
- iv. I shall be fully responsible for taking advice from a tax expert in the jurisdiction of my tax residence and the Company shall neither be responsible for nor provide any tax advice to me; 我有完全责任咨询我所属税务所在地的税务专家意见, KGI既不负责也不向我提供任何税务建议;
- v. I hereby agree and undertake to promptly notify the Company and provide the relevant documents to the Company of any change in my personal information or circumstances including, without limitation, my citizenship, residence, address and additional information which affects my tax status, and any material adverse change in my financial condition or any change in the ultimate beneficial ownership of my Account(s); and我特此同意并承诺通知KGI并提供相关文件有关任何我的信息或情况的变化, 包括但不限于, 任何重大不利影响我的财务状况或我的帐户的最终实益拥有权的任何变化、居住地址和其他信息, 从而影响我的税务身分; 和

9. DECLARATION OF TAX COMPLIANCE (con'd) 税收遵从声明(续)

vi. I hereby agree to indemnify the Company and its related companies or affiliates, shareholders, officers, directors, employees and assignees against and from any and all liability arising from the Company's reliance on the declarations made by me in this Application or my delay in informing the Company of any change in my tax status. 我特此同意赔偿KGI及其关联企业、股东、董事、雇员及代理人，对我在此申请书所作的声明的依赖或我延迟通知KGI我的税务身分异动而产生的任何责任。

10. ACKNOWLEDGEMENT & CONSENT WITH RESPECT TO PERSONAL DATA 有关个人资料的确切及同意

I confirm that I have read the Company's Personal Data and Privacy Policy (Appendix 1 hereunder) and hereby authorise and agree the Company to: 我确认我已阅读KGI的个人资料保护及私隐政策(如后附录1)，并且授权及同意KGI:

- i. collect, use, disclose, transfer, and process all my personal data (hereinafter referred to as "Personal Data") provided by me now or subsequently provided by me from time to time for the purposes listed below (the "Purposes"); 基于下列目的收集、使用、披露、传输，及处理所有我不时所提供的个人资料
 - account opening and operations relating to my Account(s) with the Company; 与KGI开户及帐户处理
 - to provide and/or update me with marketing, advertising and promotional information and/or materials relating to the investment products and/or services that the Company may be offering or managing, whether such products or services exist now or are created in the future; 向我提供及/或更新有关投资产品及/或服务(现有或未来产生的)的行销、广告、促销、信息及/或材料
 - to administer and/or manage the relationship between me and the Company; 管理及/或处理我与KGI的关系
 - to comply with the requirement of any relevant law or regulatory authority. 遵循任何有关法令或有权机关的要求
- ii. send me marketing, advertising and promotional information and/or materials relating to investment products and/or services offered by the Company through the following modes of communication: 透过下列方式寄送给我有投资产品及/或服务的行销、广告、促销信息及/或材料
 - postal mail and/or electronic transmission to my email address; and 邮寄及/或电子传输至我的电邮信箱
 - to my telephone contact number(s) by way of voice, text (SMS/MMS), fax, VOIP-based smart phone application such as Whatsapp, Viber, Wechat, etc. 透过电话留言、信息(SMS/MMS)、传真、智慧手机应用即时通讯软件
- iii. transfer my Personal Data to the relevant regulatory bodies, the Company's associated group companies, third party service providers and agents, whether in or outside of Singapore, for the Purposes stated above. 基于上述目的传输我的个人资料给相关有权机关、KGI关联企业、第三方服务提供者及代理人(无论在新加坡境内外)。

I understand that I am entitled to withdraw my consent for the collection, use and disclosure of my Personal Data at any point in time by notifying the Company. I have been advised and understand that my withdrawal of consent may cause the Company to be unable to provide me services which the Company may be contractually obliged to provide. 我瞭解我有权透过通知KGI随时撤回我上述的同意，我已被告知并瞭解我的撤回将导致KGI无法提供它基于契约义务应提供给我的服务。

Signature of Applicant: _____
申请人签名

Date: _____
日期

Name of Witness: _____
见证人姓名

NRIC/Passport of Witness: _____
见证人身份证/护照号码

Signature of Witness: _____
见证人签名

Contact No. of Witness: _____
见证人联络号码

TO BE COMPLETED BY A KGI TRADING REPRESENTATIVE (TR) / REGISTERED REPRESENTATIVE (RR) 由KGI交易代表(TR)或登记代表(RR)完成

Type of Applicant & Products 申请人及产品类别

- Walk-in Client, referred by _____ 自行来访客户、推荐人为
- Recommended by Client No. _____ 由客户号_____推荐
- Roadshow 路演
- Recommended by TR/RR – No. of years known to TR/RR _____ 由TR / RR推荐, 已认识年期
- Relationship to TR/RR _____ 与TR/RR关系
- Others, please specify _____ 其他, 请详述
- SGX-ST Securities 新加坡证券交易所上市有价证券
- Foreign Listed Securities 国外上市有价证券
- Commodities 大宗商品
- Futures (includes option) 期货(包括选择权)
- Leveraged Foreign Exchange 杠杆外汇
- Over-the-counter (OTC) 柜台买卖
- Precious Metal 贵金属
- Non-Deliverable Forward (NDF) 无本金远期交割
- Others, please specify _____ 其他, 请详述

Acknowledged by: _____
由下列人员确认

Code and Name of Representative: _____
代表编码和名字

Signature: _____
签名

Date: _____
日期

FOR INTERNAL USE ONLY 仅供KGI内部使用**Account Management Team**Interest Related Party Check

Is the Applicant a related interest party of the Company? (Please attach a copy of the search result of "Stakeholder Management Platform")

- No: proceed account opening Yes: return to TR/RR for completion of additional approval process
 Checked that CAR / CKA assessment form is properly completed.

FINI Account Check (Only applicable to Applicant who intends to trade Taiwan markets)

- Have obtained "Client Declaration for Trading of Taiwanese Securities, Futures or derivatives linked to Taiwan Securities" signed by the Applicant
 The Applicant declared that it is not an insider of any Taiwanese listed company
 The Applicant declared that it is an insider of a Taiwanese listed company: no trading of such listed company allowed
 Have informed payment receipt team to verify client's source of funds

Completed by: _____
(Name / Signature)

Date: _____

Reviewed by: _____
(Name / Signature)

Date: _____

Approved by: _____
(Name / Signature)

Date: _____

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Appendix 1: PERSONAL DATA PROTECTION AND PRIVACY POLICY 附录1: 个人资料保护及隐私政策

We recognise the importance of your personal data and your privacy and we are committed to protecting them. This Personal Data Protection and Privacy Policy (the "Policy") is therefore designed to assist you in understanding how we collect and handle the personal data you may entrust and/or have entrusted to us and comply with the requirements of the Personal Data Protection Act 2012 (the "PDPA").

我们意识到您的个人资料和隐私的重要性，且致力于保护它们。本个人资料保护及隐私政策（“政策”）旨在协助您了解我们如何收集及处理您可能委托及/或已委托给我们的个人资料，并符合《2012年个人资料保护法案》（“PDPA”）的要求。

1. Types Of Personal Data 个人资料类型

In this Policy, the term "Personal Data" shall have the meaning ascribed to it in the PDPA. Common examples of the Personal Data include names, identification numbers, contact information, medical records, transactional data, photographs, video images and other information relating to any individuals in any forms.

在本政策中，“个人资料”一词应具有在PDPA中被赋予的含义。个人资料的常见例子包括姓名、身份证号码、联系方式、医疗记录、交易数据、照片、视频图像和其他任何形式的个人资料。

2. Collection of Personal Data 个人资料收集

2.1 Generally, we collect Personal Data in the following ways:

- (1) when you submit any form, including but not limited to application forms or other forms relating to any of our products or services provided by us;
- (2) when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use our services;
- (3) when you interact with our staff, including relationship managers and their assistants via telephone calls (which may be recorded), letters, fax, face-to-face meetings, emails and other methods of communications;
- (4) when your images are captured by us via closed-circuit television cameras while you are within our premises, or via photographs or videos taken by us or our representatives when you attend events hosted by us;
- (5) when you use some of our services provided through online and other technology platforms, such as websites and apps, including when you establish any online accounts with us;
- (6) when you request that we contact you, or include you in an email or other mailing list; or when you respond to our request for additional Personal Data, our promotions and other initiatives;
- (7) when you are contacted by, and respond to, our marketing representatives, agents and other service providers;
- (8) when we seek information about you and receive your Personal Data from third parties in connection with your relationship with us, for example, from referrers, business partners, external or independent asset managers, public agencies or the relevant authorities;
- (9) through physical access, internet and information technology monitoring processes;
- (10) in connection with any investigation, litigation, registration or professional disciplinary matter, criminal prosecution, inquest or inquiry which may relate to you or any Connected Person; and/or
- (11) when you submit your Personal Data to us for any other reason.

一般来说，我们收集个人资料的方式如下：

- (1) 提交任何形式，包括但不限于与我们提供的任何产品或服务有关的申请表或其他表格；
- (2) 当您与我们达成任何协议或提供其他文件或信息时，或当您使用我们的服务时；
- (3) 当您与我们的员工互动时，包括关系经理和他们的助手通过电话（可以记录）、信件、传真、面对面的会议、电子邮件和其他通讯方式；
- (4) 当您在我们的房内，您的图像被我们通过闭路电视摄像机捕捉到，或者是通过我们或我们的代表在您参加由我们主持的活动时拍摄的照片或视频；
- (5) 当您使用我们的一些服务通过在线和其他技术平台，如网站和应用，包括当您建立任何在线帐户与我们；
- (6) 当您要求我们联系您，或者把您包括在电子邮件或其他邮件列表中；或当您回应我们要求提供额外的个人资料，我们的改进方式和其他措施；
- (7) 当您与我们的市场代表、代理商及其他服务供应商联系并作出回应时；
- (8) 当我们寻找您的信息并从第三方接收您的个人资料查看我们与您之间的关系，例如，从反向链接，业务，合作伙伴，外部或独立资产管理公司，公共机构或者有关部门；
- (9) 通过物理接入、互联网和信息技术监测过程；
- (10) 与任何调查、诉讼、注册或专业纪律事项、刑事起诉、调查或调查有关，可能与您或任何有联系的人有关；和/或
- (11) 当您出于其他原因向我们提交您的个人资料。

2.2 When you browse our website, you generally do so anonymously but please see below section on the use cookies. We do not, at our website, automatically collect Personal Data, including your email address unless you provide such information or login with your account credentials.

当您浏览我们的网站时，通常是匿名的，但仍请参阅下面部分关于cookie的使用。在我们的网站上，我们不会自动收集个人数据，包括您的电子邮件地址，除非您提供这些信息或登录您的账户凭证。

3. Purpose For Collection, Use, Disclosure And Processing Of Personal Data 收集、使用、披露和处理个人资料的目的

We may collect, use, disclose and/or process your Personal Data for any of the following purposes:

- (1) responding to, processing and handling your enquiries and application for account opening/closing, services and products by us;
- (2) providing and updating our services, products and facilities to you, as well as services, products and facilities by other external providers provided through the us from time to time;
- (3) administering and/or managing the relationship between us and/or your account;
- (4) carrying out your instructions or responding to any enquiries by you;
- (5) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by us;
- (6) providing you with marketing, advertising and promotional information, materials and/or documents relating to banking, investment, credit and/or financial products and/or services that we may be selling, marketing, offering or promoting, whether such products or services exist now or are created in the future;
- (7) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to your application or any other matter relating to your account(s), and whether or not there is any suspicion of the aforementioned;
- (8) managing the administrative and business operations of the Companies and complying with internal policies and procedures (including but not limited to those relating to auditing, finance, accounting and business continuity planning);
- (9) managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);
- (10) complying with the requirement of any applicable law or regulatory authority;
- (11) enforcing our legal and / or contractual rights against you; and
- (12) any other purposes which we notify you of at the time of obtaining your consent.

Appendix 1: PERSONAL DATA PROTECTION AND PRIVACY POLICY 附录1: 个人资料保护及隐私政策 (续)

我们可收集、使用、披露及/或处理您的个人资料，以作下列任何用途：

- (1) 对我们的开户/关户、服务和产品的查询和申请进行处理；
- (2) 为您提供和更新我们的服务、产品和设施，以及其他外部供应商提供的服务、产品和设施；
- (3) 管理和/或处理我们与/或您的帐户的关系；
- (4) 执行您的指示或回应您的任何询问；
- (5) 依照法律或监管义务或风险管理程序开展尽职调查或其他筛选活动（包括背景调查）（包括但不限于那些旨在打击金融犯罪，“了解您的客户”，反洗钱，反恐融资或反贿赂），可能由法律规定或者可能我们已经布置到位的活动；
- (6) 向您提供与银行、投资、信贷及/或金融产品及/或服务有关的市场、广告及推广资料、资料及/或文件，我们可能会出售、推广、提供或推广这些产品或服务，不论这些产品或服务是否存在于未来；
- (7) 防止、检测和调查欺诈、不当行为、任何违法行为或不作为，是否与您的申请有关或您的帐户有关的任何其他事项，以及是否对前述事项有任何疑问；
- (8) 管理公司的行政和业务运作，并遵守内部政策和程序（包括但不限于与审计、财务、会计和业务连续性规划相关的）；
- (9) 管理楼宇及服务的安全（包括但不限于执行中央电视台的监察及进行保安检查）；
- (10) 符合任何适用法律或监管机构的要求；
- (11) 执行我们对您的法律和/或合约权利；和
- (12) 在取得您的同意时，我们通知您的任何其他目的。

4. Disclosure of Personal Data 披露个人资料

We will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be provided, for one or more of the purposes stated above, to the following entities or parties, whether they are located overseas or in Singapore:

- (1) our associated group companies and successor-in-interest to our business or assets;
- (2) our third party service providers, agents, contractors, or professional advisers;
- (3) relevant government regulators, government ministries, exchange, statutory boards or authorities or law enforcement agencies who have jurisdiction over us or our associated group companies or over any transaction entered into by you;
- (4) any liquidator, receiver, administrator, judicial manager, trustees-in-bankruptcy, custodian or other similar official who has been so appointed, pursuant to bankruptcy, winding-up or insolvency proceedings instituted in Singapore or elsewhere, in respect of you or your assets;
- (5) financial institutions, brokerage houses, clearing houses, depository, depository agents, managers, administrators, fund houses, registrars, custodians, external banks, nominee banks and investment vehicles in relation to investment product settlement processing; and
- (6) any other party to whom you authorise us to disclose your Personal Data to.

我们将采取合理措施保护您的个人资料不受未经授权的披露。根据任何适用法律的规定，您的个人资料可以提供，适用于上述的一个或多个目的，无论是在海外还是在新加坡：

- (1) 我们相关的集团公司和对我们的业务或资产感兴趣的公司；
- (2) 我们的第三方服务提供商、代理商、承包商或专业顾问；
- (3) 有关政府监管机构、政府部门、交易所、法定委员会或执法机关或执法机构，对我们或我们的相关集团公司或任何由您订立的交易有管辖权；
- (4) 任何根据破产、清盘或在新加坡或其他地方提起的破产程序的清算人、接管人、管理人、司法经理、托管人、托管人或其他类似的官员，以尊重您或您的资产；
- (5) 金融机构、经纪公司、清算机构、保管人、保管人、管理人、管理人、基金公司、注册商、托管人、外部银行、被提名的银行、投资工具等，与投资产品结算业务有关；和
- (6) 任何您授权我们披露您个人资料的任何一方。

5. Access To And Correction Of Personal Data 查阅及改正个人资料

5.1 Upon request, we will provide you with access to your Personal Data or other appropriate information on your Personal Data in accordance with the requirements of the PDPA. We may charge you a reasonable fee for the handling and processing of your requests to access to your Personal Data. 如有要求，我们将根据PDPA的要求，向您提供您的个人资料或其他有关个人资料的适当资料。我们可以向您收取合理的费用，以处理和您的请求访问您的个人资料。

5.2 Upon request, we will correct an error or omission in your Personal Data that is in our possession or control in accordance with the requirements of the PDPA. 如有要求，我们将根据PDPA的要求，在您的个人资料中纠正错误或遗漏。

6. Withdrawal of Consent 撤回同意

You may withdraw your consent for the collection, use and/or disclosure of your Personal Data in our possession or under our control by submitting your request. We will process your request from such a request for withdrawal of consent being made, and will thereafter not collect, use and/or disclose your personal data in the manner stated in your request. However, your withdrawal of consent could result in certain legal consequences arising from such withdrawal. In this regard, depending on the extent of your withdrawal of consent for us to process your Personal Data, it may mean that we will not be able to continue with your existing relationship with us.

您可以在提交您的请求后，收回您的个人资料的收集、使用和/或披露您的个人资料。我们将处理您要求撤回同意的请求，此后将不收集、使用和/或以您的请求中所述方式披露您的个人资料。然而，您的同意退出可能会导致某些法律后果。在这方面，这取决于您是否同意我们处理您的个人资料，这可能意味着我们将无法继续与我们现有的关系。

7. Retention 保留

Your Personal Data will be held for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. We shall cease to retain the Personal Data, or remove the means by which the Personal Data can be associated with particular individuals, as soon as it is reasonable to assume that the purpose for which that Personal Data was collected is no longer being served by retention of the Personal Data and retention is no longer necessary for legal or business purposes.

您的个人资料将被保留，只要它有必要完成它被收集的目的，或被适用的法律所要求或允许。只要合理假设收集个人资料的目的已不再存续或基于法律或商业目保留不再是必要，我们将不再保留个人资料，或删除个人可以关联到特定的个人资料的手段。

Appendix 1: PERSONAL DATA PROTECTION AND PRIVACY POLICY (cont'd) 附录1: 个人资料保护及私隐政策 (续)

8. Security And Protection 安全与保护

We have put in place relevant security procedures and technical and organisational measures to safeguard the Personal Data in our possession or under our control and to we will use all reasonable efforts to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or that for example no harmful code will enter our website (for example viruses, bugs, Trojan horses, spyware or adware). You should be aware of the risks associated with using websites and take any necessary precautions.

我们已制定相关的安全程序和技术和组织措施,以保护我们拥有或控制的个人资料,我们将尽一切合理努力防止未经授权的访问、收集、使用、披露、复制、修改、处置或类似的风险。然而,我们不能完全保证我们所收集的任何个人资料的安全性,也不能完全保证我们的网站(例如病毒、bug、木马、间谍软件或广告软件)的任何有害代码都不会进入我们的网站。您应该意识到使用网站的风险,并采取必要的预防措施。

9. Use of Cookies 使用Cookie

9.1. Cookies are small text files placed stored in your computing or other electronic devices which allow us to remember you or other data about you. The cookies placed by our server can only be read by us, and cookies cannot access, read or modify any other data on an electronic device. All web-browsers offer the option to refuse any cookie, and in the event, if you were to refuse our cookie then we do not gather any information on that visitor.

cookie是存储在计算机或其他电子设备中的小文本文件,它允许我们记住您或其他有关您的数据。由我们的服务器放置的cookie只能由我们读取,而cookie无法访问、读取或修改电子设备上的任何其他数据,所有的网络浏览器都提供了拒绝任何cookie的选项,如果您拒绝我们的cookie,那么我们就不会收集任何关于访问者的信息。

9.2. When you interact with us on our websites, we automatically receive and record information on our server logs from your browser. We may employ cookies in order for our server to recognise a return visitor as a unique user including, without limitation, monitoring information relating to how a visitor arrives at the website, what kind of browser a visitor is on, what operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (for example, which pages they have viewed, the time the pages were accessed and the time spent per web page).

当您在我们的网站上与我们互动时,我们会自动从您的浏览器接收和记录我们的服务器日志信息。为了服务器能够辨认出返回访客作为一个独特的用户,我们可以使用cookie包括但不限于监控信息有关如何到达网站的访问者,什么样的浏览器的访问者,访问者使用的是什么操作系统,访问者的IP地址和访问者的点击流信息和时间戳(例如,他们认为哪些页面,页面被访问,每个web页面所花费的时间)。

9.3. Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of our website.

如果您希望禁用与这些技术相关的cookie,您可以通过在浏览器上更改设置实现。但是您可能无法进入我们网站中的某些部分。

10. Contact Us 联系我们

If you:

- (1) have any questions or feedback relating to your Personal Data or this Policy;
- (2) would like to withdraw your consent to any use of your Personal Data as set out in this Protection Policy; or
- (3) would like to obtain access and make corrections to your Personal Data records,

please contact us as follows:

如果您:

- (1) 对您的个人资料或该政策有任何问题或反馈;
- (2) 如您想撤回在本保护政策中所载的个人资料;或
- (3) 想要获取并修改您的个人资料记录,

请按下列联系方式联系我们:

KGI Securities (Singapore) Pte. Ltd.

Email: sgp.dpo@kgi.com

11. Policy Updates 政策更新

We keep this Policy under regular review and we reserve the right to amend the terms of this Policy at our absolute discretion and at any time. Any amended Policy will be posted on our website. You are encouraged to visit our website from time to time to ensure that you are well informed of our latest policies in relation to personal data protection.

我们将定期检讨此政策,并保留在我们绝对酌情及随时修改本政策条款的权利。任何修改后的政策将会在我们的网站上公布。鼓励您经常访问我们的网站,以确保您对我们最新的个人资料保护政策有充分的了解。

12. Governing Law 适用法律

Note that as we are a Singapore registered company, this Policy has been drafted solely in accordance with the laws of Singapore. We do not represent or warrant that this Policy complies with the privacy laws of any other jurisdiction and accordingly, you shall not construe this Policy as such.

请注意,由于我们是新加坡注册公司,这一政策完全是根据新加坡法律起草的。我们不代表或保证这项政策符合任何其他司法管辖区的隐私法,因此,您不应基于此解释此政策。

Appendix 2: GUIDE AND CAUTIONARY NOTES IN APPLYING FOR/ CONTINUING AN ACCOUNT WITH KGI SECURITIES (SINGAPORE) PTE. LTD. 附录2: 在KGI申请/继续帐户的指南和警示说明

We provide this Guide and Cautionary Notes in the interest of transparency and fair dealing with you. It is designed to assist you in:

- (i) understanding the types of services we offer, and their respective limits; and
- (ii) with that understanding, deciding on whether to use, and if so, which of our service or services to use.

我们以透明和公平的方式为您提供这方面的指导和注意事项。它的目的是帮助您:

- (i) 了解我们提供的服务种类及其各自的限制; 和
- (ii) 有了这种理解, 决定是否使用, 如果是, 这就是我们的服务或服务的使用。

While there are common terms governing all of our services – as you will note from a study of our Terms & Conditions for Securities Trading, the terms specific to each service will vary.

虽然我们所有的服务都有共同的条款——正如您在研究我们的证券交易条款和条件时所指出的那样, 每个服务的具体条款也会有所不同。

Who Are We And What Services Can We Provide? 我们是谁, 我们能提供什么服务?

We are the holder of a capital markets services license (“CMS license”) under the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) for the carrying out of the following activities regulated under the SFA:

- Dealing In Capital Markets Products
 - Securities
 - Collective Investment Schemes
 - Exchange-Traded Derivatives Contracts
 - Over-The-Counter Derivatives Contracts
 - Spot Foreign Exchange Contracts for the Purposes of Leveraged Foreign Exchange Trading
- Product Financing
- Providing Custodial Services

Because we hold a CMS license for the regulated activities set out above, we are also entitled to be, and are, registered as an exempt financial adviser (“EFA”) under the Financial Advisers Act, Chapter 110 of Singapore (the “FAA”) for the carrying out of financial advisory services as defined under the FAA and/or its regulations.

根据《证券及期货法》, 我们是《证券及期货法》(以下简称“SFA”)的资本市场服务牌照(“CMS许可证”)的持有人, 该公司在SFA以下的活动中实施上述受监管活动。

因为我们执行上述受监管活动, 也有权根据《财务顾问法案》(FAA)作为豁免注册财务顾问(“EFA”), 实施金融咨询服务。

What Services Are Available To You From Us? 我们可以提供哪些服务?

We provide basically three levels of service, among others:

- (i) execution only;
- (ii) dealing with execution-related advice (“ERA”); and
- (iii) dealing with advice under a formal advisory agreement (“Paid Advice”).

ERA is specifically defined by our regulators as advice or recommendation that we provide for no additional payment, apart from any fee that we may earn from your actually dealing (i.e. buying/selling) in investment products with or through us. We refer to such advice or recommendation as free advice or recommendation.

我们提供了三个级别的服务, 其中包括:

- (i) 执行;
- (ii) 处理与执行有关的建议(“ERA”); 和
- (iii) 根据正式的咨询协议(“付费建议”)处理建议。

ERA是由我们的监管机构明确定义的, 作为建议或建议, 我们不提供任何额外的支付, 除了我们可以从您实际交易(即购买/销售)的投资产品中或通过我们获得的任何费用。我们参考这些建议或建议作为免费的建议或建议。

Excluded Investment Products 例外投资产品

Level of Services 服务水平

For dealings in what are called Excluded Investment Products (“EIPs”), all three levels of services are (depending on your circumstances and the circumstances of you in particular when transacting in EIPs) available but you need to know and accept that any advice or recommendations from us come with limits and conditions.

就例外投资产品(“EIPs”), 可适用所有三个级别的服务(取决于您的环境和您的情况), 但是您需要知道并接受有任何意见或建议从我们有限制和条件。

Fundamentally we provide our customers with execution only broker services. This means that you (and not us or any of our representatives) are responsible to determine the suitability of any and every transaction you do and every order/instruction that you give to us.

我们为客户提供执行代理服务。这意味着您(而不是我们或我们的任何代表)都有责任决定您所做的每一笔交易的适宜性, 以及您给我们的每一个订单/指令。

The only possible exception to the preceding is when your transaction or order is in reliance on Paid Advice, and even then, if you did not provide us with the information we require for a proper suitable product or investment or securities transaction assessment specifically for you analysis, no advice or recommendation you may receive from us or our representatives takes into account your particular investment objectives, financial situation or particular needs.

唯一可能的例外是当您的交易或订单依赖付费建议, 即使如此, 如果您没有为我们提供我们需要的信息合适的合适的产品或投资或证券交易评估专门为您分析, 您可能不会收到我们或我们的代表考虑您的特定投资目标、财务状况或特殊需要的建议或推荐。

Present regulations allow us and our representatives to provide ERA with respect to listed as well as approved in principle to be listed EIPs BUT, as with generally circulating advice and recommendations, still leaving only you with the ultimate risk and responsibility to determine the actual suitability for you of any and every such recommendation and suggestion.

现有法令允许我们和我们的代表对上市EIPs提供ERA但如同一般建议和推荐, 您仍负最终的风险和责任, 以确定实际是否适合您的任何和所有这样的推荐和建议。

Appendix 2: GUIDE AND CAUTIONARY NOTES IN APPLYING FOR/ CONTINUING AN ACCOUNT WITH KGI SECURITIES (SINGAPORE) PTE. LTD. (con'd)附录2: 在KGI申请/继续帐户的指南和警示说明 (续)

You are therefore and hereby notified that:因此, 特此通知:

(i) any and every ERA that you may receive with respect to any listed EIP does not take into account your investment objectives, financial situation or particular needs; and

(ii) it is solely your responsibility to ensure the suitability of the product recommended for you to buy or sell (as the case may be).

(i) 您就任何一个上市EIP可能接受的ERA没有考虑到您的投资目标、财务状况或特殊需要;

(ii) 您有完全责任确保您推荐的产品适合您购买或出售(视情况而定)。

For avoidance of doubt therefore, you are specifically warned that any and all advice or recommendation (which you believe or assert to be either from us or our representatives authorised to give such advice or recommendation) which are not either Paid Advice, or ERA with respect to listed EIPs can be accepted as being from us or given with our authority only if you accept them as no more than generally circulating advice and therefore subject to the following conditions:

因此为免生疑问, 尤其要警告您, 任何不属于付费建议或推荐(您相信或断言从我们或我们的授权代表给这样的建议或推荐), 或有关上市EIP的ERA只在您接受他们属于一般建议并且基于下列条件的前提下始能接受:

(i) Being intended for general circulation rather than reliance by any specific person (including yourself), all such recommendations and suggestions do not take into account your specific investment objectives, financial situation or particular needs;

(ii) That you will, if you yourself have any doubt, seek advice from a financial adviser regarding the specific suitability of the recommendation or suggestion you have any doubt for you to follow; and

(iii) We being entitled to assume that where you choose to follow any such recommendation or suggestion, you do so only after you are personally satisfied that it is specifically suitable for you to follow and you accept sole responsibility for the suitability of the order given or transaction made in following the recommendation or suggestion.

(i) 建议都是为了广泛的流通而不是依赖任何人(包括您自己)的需求, 所有这些建议都没有考虑到您的具体投资目标、财务状况或特殊需要;

(ii) 如果您有任何疑问, 可以向财务顾问咨询对所怀疑的建议的具体适用性;

(iii) 我们有权假定您选择跟随任何建议或意见, 且您是因为认为该建议特别适合您才接受, 您因此承担所有完全责任基于该建议进行交易。

What are EIPs? 什么是EIPs?

EIPs are limited to securities (and options on such securities) that are listed for trading on an approved securities exchange in Singapore and not specifically specified by such securities exchange to be a Specified Investment Product. Please refer to the Schedule attached for a list of EIPs.

EIPs仅限于在新加坡证券交易所上市交易的证券(以及此类证券的期权), 而不具体由此类证券交易所指定为指定的投资产品。请参阅附表的EIPs表。

EIPs¹ are less complex products which are already established in the market and are generally well understood by retail investors. As such we will provide you our services on a purely execution only dealing services in relation to EIPs.

EIPs是较为简单的产品, 有很好的市场基础, 散户投资者通常比较了解这类证券。因此, 我们针对EIPs的服务只是执行交易。

For our services in relation to EIPs, except for Paid Advice, we therefore assume and materially rely on you being agreeable and willing to generally accept sole responsibility for determining the merits or suitability of any and all transactions that you may enter into with respect to any and all EIPs. If you are not agreeable and willing, you should and must not apply for an account for dealing in EIPs with us. If you have such an account you must take steps to close that account. The only exception to our execution only services for EIP is dealing with Paid Advice. For this you must have entered into a formal advisory agreement with us defining both the circumstances when we will provide or be deemed to be providing you advice or recommendations in relation to EIPs; and our charges for the giving of such advice or recommendation(s).

因此, 就我们提供的EIPs服务而言, 除了付费咨询, 都是假设并在很大程度上依赖用户是否同意并愿意普遍接受这个唯一的责任, 那就是确定您达成的任何和所有EIPs交易有哪些优劣或是否合适。如果您不同意也不愿意接受这项责任, 将不可以申请交易帐户。如果您有这样的帐户, 必须采取措施关闭。我们在执行EIPs服务中唯一例外的情况是提供付费咨询的服务。为此, 您必须与我们订立正式的咨询协议, 确定在哪些情况下我们将向您提供或被视为向您提供关于EIPs的咨询意见或建议, 并对此进行收费。

Specified Investment Products 特定投资产品

Level of Services 服务水平

For dealings in what are called Specified Investment Products ("SIPs"), all three levels of services are (depending on your circumstances and the circumstances of you in particular when transacting in SIPs) available but only if you are not any of the following:

I. an accredited or expert investor as defined below; or

II. resident outside of Singapore and not a Singapore citizen or a permanent resident of Singapore or wholly or partly dependent on a Singapore citizen or a permanent resident of Singapore.

对于我们称为指定投资产品("SIPs")的交易, 我们根据用户的自身情况和在SIPs交易中的具体情况, 可提供全部三个级别的服务, 但前提是您不是以下任何一类人士:

I. 下文中定义的合格投资者或投资专家; 或

II. 新加坡以外的居民, 且不属于新加坡公民、新加坡永久居民、或全部或部分依靠新加坡公民或永久居民的人。

If you fall within I and/or II then, our services are (as with EIPs generally) limited to execution only services and/or dealing with Paid Advice only.

如果您属于I和/或II, 我们的服务(一般是EIPs)只限于执行服务和/或只处理付费建议。

If you do not fall within either I or II and you are a natural person, then you will be regarded as a Retail Singapore Client. Please see below under the heading of "Retail Singapore Client" for the services that we will offer you.

如果您不属于I或II, 您是一个自然人, 那么您将被视为一个新加坡零售客户。请参阅下面“新加坡零售客户”的标题, 我们将为您提供服务。

Appendix 2: GUIDE AND CAUTIONARY NOTES IN APPLYING FOR/ CONTINUING AN ACCOUNT WITH KGI SECURITIES (SINGAPORE) PTE. LTD. (cont'd) 附录2: 在KGI申请/继续帐户的指南和警示说明 (续)

What are SIPs? 什么是SIPs?

SIPs are (for the purposes of our dealing services available to you as a CMS license holder) capital markets products that are not EIPs. SIPs are then further divided into three general types –

- (a) those listed solely on a securities or futures exchange outside of Singapore;
- (b) those listed on a securities or futures exchange in Singapore; and
- (c) those that are not listed on any securities or futures exchange.

SIPs指就我们向作为CMS许可持有人的用户可提供的交易服务目的而言，除EIPs以外的资本市场产品。SIPs可以进一步分为三种常见类型：

- (a) 只在新加坡以外的证券或期货交易所上市的SIPs;
- (b) 在新加坡证券或期货交易所上市的SIPs; 和
- (c) 未在任何证券或期货交易所上市的SIPs。

A general guide on SIPs is available through the following link:有关SIPs的一般指南可通过以下链接获得:

http://www.mas.gov.sg/resource/publications/Safeguards%20when%20purchasing%20specified%20investment%20ppts_UPDATED.pdf

Exemption Notice for Accredited, Expert and Non-Resident Investors: 获认可、专家及非居民投资者豁免通知书

Please be reminded as noted above that we are expressly exempted from assuming and will not assume (short of an express and formal agreement otherwise) any suitability obligation under the FAA or any obligation to provide product information under the FAA to any person who is either an accredited investor or an expert investor for the purposes of the FAA or who is not a Singapore Citizen or Singapore Permanent Resident, and not wholly or partly dependent upon a Singapore Citizen or Singapore Permanent Resident.

请注意如上所述，我们明确声明若无其他明确的正式协议，不承担且不会承担FAA规定的任何适当性义务或向满足以下条件的任何人士提供FAA要求的产品信息的义务：就FAA目的而言，该人士须为合格投资者或投资专家，且并非新加坡公民、新加坡永久居民、或全或部分依靠新加坡公民或永久居民的人。

In particular, we will be exempt from:

- A. Section 25 of the FAA (relating to the disclosure of material information on designated investment products, namely collective investment schemes and life insurance policies other than reinsurance contracts) when providing any financial advisory service in respect of designated investment products to accredited investors or overseas investors, and in respect of designated investment products that are capital markets products to expert investors;
- B. Section 27 of the FAA (which requires that there must be a reasonable basis for making recommendations on investment products) when making recommendations in respect of investment products to accredited investors or overseas investors, and in respect of capital markets products to expert investors; and
- C. Section 36 of the FAA (which requires the disclosure of interests when making recommendations on securities in a circular or other similar written communication) when sending a circular or other similar written communication in which a recommendation is made in respect of securities to accredited investors, overseas investors or expert investors.

特别是，我们不承担以下责任：

- A. FAA第25条（就涉及指定投资产品也就是集体投资计划和再保险合同以外的人寿保单的重大信息披露方面）：在向合格投资者或海外投资者提供指定投资产品的任何金融咨询服务时，以及向投资专家提供满足资本市场产品条件的指定投资产品时的责任；
- B. FAA第27条（要求在对投资产品提供咨询建议时必须要有合理的依据）：在向合格投资者或海外投资者提供投资产品的咨询建议时，以及在向投资专家提供资本市场产品咨询建议时的责任；和
- C. FAA第36条（要求在通告或其他类似书面通知中提供证券的咨询建议时需要披露利害关系）：在向合格投资者、投资者海外投资者或投资专家发送推荐相关证券的通告或其他类似书面通知时的责任。

For convenience of reference we set out below the relevant definition of “accredited investor” and “expert investor” respectively:

为引述方便起见，我们分别对“合格投资者”和“投资专家”做以下定义：

(a) “accredited investor” means —

- (i) an individual —
 - (A) whose net personal assets exceeding in value \$2 million (or its equivalent in a foreign currency) or such other amount as the Monetary Authority of Singapore (“MAS”) may prescribe in place of the first amount; In determining the value of an individual’s net personal assets, the value of the individual’s primary residence—
 - (a) is to be calculated by deducting any outstanding amounts in respect of any credit facility that is secured by the residence from the estimated fair market value of the residence; and
 - (b) is taken to be the lower of the following:
 - (i) the value calculated under paragraph (a);
 - (ii) \$1 million.
 - (B) whose financial assets (net of any related liabilities) exceed in value \$1 million (or its equivalent in a foreign currency) or such other amount as the Authority may prescribe in place of the first amount, where “financial asset” means —
 - (i) a deposit as defined in section 4B of the Banking Act;
 - (ii) an investment product as defined in section 2(1) of the Financial Advisers Act; or
 - (iii) any other asset as may be prescribed by regulations made under section 341; or
 - (C) whose income in the preceding 12 months is not less than \$300,000 (or its equivalent in a foreign currency) or such other amount as the MAS may prescribe in place of the first amount;
 - (i) a corporation with net assets exceeding \$10 million in value (or its equivalent in a foreign currency) or such other amount as the MAS may prescribe, in place of the first amount, as determined by —
 - (A) the most recent audited balance-sheet of the corporation; or
 - (B) where the corporation is not required to prepare audited accounts regularly, a balance-sheet of the corporation certified by the corporation as giving a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which date shall be within the preceding 12 months;
 - (ii) the trustee of such trust as the MAS may prescribe, who are at present (by virtue of the Securities And Futures (Classes of Investors) Regulations 2018), when acting in that capacity;
 - (A) any trust all the beneficiaries of which are accredited investors within the meaning of section 4A(1)(a)(i), (ii) or (iv) of the SFA;
 - (B) any trust all the settlors of which —
 - (i) are accredited investors within the meaning of section 4A(1)(a)(i), (ii) or (iv) of the SFA;
 - (ii) have reserved to themselves all powers of investment and asset management functions under the trust; and
 - (iii) have reserved to themselves the power to revoke the trust;
 - (C) any trust the subject matter of which exceeds \$10 million (or its equivalent in a foreign currency) in value;
 - (iv) such other person as the MAS may prescribe, who are at present (by virtue of the Securities And Futures (Classes of Investors) Regulations 2018):
 - (A) an entity (other than a corporation) with net assets exceeding \$10 million in value (or its equivalent in a foreign currency);
 - (B) a partnership (other than a limited liability partnership within the meaning of the Limited Liability Partnerships Act 2005 (Act 5 of 2005)) in which every partner is an accredited investor;
 - (C) a corporation the entire share capital of which is owned by one or more persons, all of whom are accredited investors;
 - (D) a person who holds a joint account with an accredited investor, in respect of dealings through that joint account

Appendix 2: GUIDE AND CAUTIONARY NOTES IN APPLYING FOR/ CONTINUING AN ACCOUNT WITH KGI SECURITIES (SINGAPORE) PTE. LTD. (cont'd)附录2: 在KGI申请/继续帐户的指南和警示说明 (续)

“合格投资者”意思是一

- (i) 个人—
 - (A) 个人的资产净值超过200万元（或等值外币）或新加坡金融管理局(MAS)可能规定的其他替代金额。在对个人净资产进行估值时，其个人房产的估值按以下方法计算—
 - (a) 其房产的市场平均估值扣除由该房产所担保的未偿还的信贷数额；及
 - (b) 以下较低数值
 - (i) 根据(a)计算的价值
 - (ii) 100万金
 - (B) 其金融资产（扣除任何相关负债）超过1,000,000元（或等值外币）或主管机关所规定其他代替前述金额的数额。前述所称之“金融资产”即：
 - (i) 银行法第4B条中所定义的存款；
 - (ii) 财务顾问法第2（1）条定义的投资产品；或
 - (iii) 依据第341条订立的规则中所明订的任何其他资产；或
 - (C) 在过去12个月的收入不低于30万美元（或其等值外币）或MAS可能规定的其他替代金额；
 - (ii) 公司（净资产超过1000万元（或等值外币）或MAS可能规定的其他替代金额）
 - (A) 公司最近经审核的资产负债表；或
 - (B) 若公司不需要定期编制审计报告，须截止至资产负债表日（该日须在过去12个月内），编制一份由公司证明的反映公司真实公允的公司财务状况的公司资产负债表；
 - (iii) MAS规定的信托的受托人（根据Securities And Futures (Classes of Investors) Regulations 2018），目前以该身分行事，而；
 - (A) 所有受益人均均为SFA第4A(1)(a)(i), (ii), (iii)或(iv)条定义的合格投资者的信托；
 - (B) 信托的所有委托人—
 - (i) 属于SFA第4A(1)(a)(i), (ii), (iii)或(iv)条所指的合格投资者；
 - (ii) 保留信托下的所有投资和资产管理的权力；和
 - (iii) 保留撤销信托的权力；
 - (C) 任何涉及价值超过1000万（或等值外币）的信托；
 - (iv) MAS可能订明的其他人。目前属于（根据“Securities And Futures (Classes of Investors) Regulations 2018）
- (A) 净资产超过新加坡元1000万（或等值外币）的实体（公司除外）；
- (B) 合伙企业（Partnerships Act 2005 (Act of 2005) 所指的有限责任合伙企业除外），且其中每个合伙人均为合格投资者；
- (C) 其全部股本由一人或多人拥有，且所有人均为合格投资者的公司；
- (D) 与合格投资者持有联名账户并通过联名账户进行交易的人

(b) “expert investor” means —

- (i) a person whose business involves the acquisition and disposal, or the holding, of capital markets products, whether as principal or agent;
- (ii) the trustee of such trust as the MAS may prescribe, when acting in that capacity; or
- (iii) such other person as the MAS may prescribe.

“投资专家”意思是一

- (i) 业务涉及收购及处置，或持有资本市场产品的人；
- (ii) MAS规定的信托基金的受托人（须在任）；或
- (iii) MAS规定的其他人员。

Retail Singapore Clients新加坡零售客户

Depending on whether a Retail Singapore Client wishes to deal in listed or unlisted SIPs, he will first need to pass respectively a Client Account Review (“CAR”) and/or a Customer Knowledge Assessment (“CKA”) before he may be permitted to begin or continue trading in the relevant SIP. 根据零售新加坡客户是否希望在上市或未上市SIPs中交易，他首先需要分别通过客户账户审查(“CAR”)和/或客户知识评估(“CKA”)，然后才允许他开始或继续在相关SIP中交易。

Therefore, unless we have expressly agreed otherwise in your case, you must have had passed either the CAR and/or CKA with us before you can begin or continue trading in the relevant SIP. In such a case you would also have been provided with a Client Investment Profile Questionnaire (the “CIP Questionnaire”) together with our request that you properly complete that CIP Questionnaire and return the properly completed CIP Questionnaire to us. 因此，除非我们明确同意您的其他情况以外，您必须先通过CAR审查和/或CKA评估，方可开始或继续进行相关的SIP交易。在此情况下，您还须拿到客户投资概况问卷(“CIP问卷”)，正确填写完成该问卷，并返回给我们。

CIP QUESTIONNAIRE RESPONSE CIP问卷回应

As you had passed the CAR and/or CKA as applicable, you are actually regarded as competent to understand the nature and risks of the SIP products you will be dealing or continue to deal in. As such, you are also assumed by us to be able to make your own decisions and judgements as to the merits or suitability for you to do any trade or investment in such SIP products. You therefore need not but may (and we do suggest you seriously consider) properly complete and return to us the CIP Questionnaire.

由于您已经通过了CAR和/或CKA，您实际上被认为有能力了解您将要处理或继续处理的SIP产品的性质和风险。因此，我们也认为，我们可以做出自己的决定和判断，以决定您在这类SIP产品中进行任何贸易或投资的优点或适宜性。您因此，不必但可以（而且我们确实建议您认真考虑）完成并返回CIP问卷。

Where you do not complete and/or return the CIP Questionnaire to us, as notified in the CIP Questionnaire provided to you, you must note, agree and accept as conditions to your being allowed to trade or continue to trade in the relevant SIPs that:

A. we are in no position to ensure that any free advice or recommendation that may be provided to you by us are specifically suitable for you bearing in mind your specific financial position, attitude and capacity to take financial risks and financial objective trading in the SIPs that you will be trading in; and therefore

B. any and all free advice or recommendation you receive from us will not be based on, nor take into consideration, your specific investment objectives, financial situation or particular needs; and

C. you must assess for yourself whether any of our free advice or recommendation as may be provided to you is specifically of merit and appropriate or suitable to your individual investment objectives, financial situation or particular needs. In particular, the mere fact that our advice or recommendation is to buy or sell or hold any SIP does not necessarily mean, and must not be taken to mean, that the recommendation is suitable for you and you should therefore either make your own assessment (if you are able) or (if you cannot properly or reasonably make your own assessment) consult with your own financial adviser before acting on any such free advice or recommendation. You should do this before you make any decision on the basis of any free advice or recommendation we may provide to you.

如您未能完成及/或将CIP问卷返回给我们，如CIP问卷所提供的，您必须注明，同意并接受作为您被允许交易或继续在相关的SIP交易的条件：

A. 我们无法确保任何免费提供给您建议或推荐是适合您特定财务状况的、您必须依据您自己的能力承担金融风险和金融目标的交易；因此

B. 您从我们那里得到的任何免费建议或推荐都不会基于您的具体投资目标、财务状况或特殊需要，也不会考虑到您的具体投资目标；和

C. 您必须自己评估我们提供给您免费建议或推荐，具体优点或适合您的个人投资目标、财务状况或特殊需要。特别是，本身我们的建议或买卖推荐或持有任何SIP并不一定意味着适合您，您应该使自己的评估（如果可以）或（如果您不能正确和合理地作出自己的评价）在行动前咨询自己的财务顾问等任何免费的建议或推荐。在您做出任何决定之前，您都应该这样做，我们可以向您提供任何免费的建议或推荐。

Appendix 2: GUIDE AND CAUTIONARY NOTES IN APPLYING FOR/ CONTINUING AN ACCOUNT WITH KGI SECURITIES (SINGAPORE) PTE. LTD. (cont'd)附录2: 在KGI申请/继续帐户的指南和警示说明(续)

Where you properly complete and return the CIP Questionnaire to us, then:

1. we will ensure that such free advice or recommendation that may be provided to you by us from time to time will be reasonably consistent with the information you provide in the CIP Questionnaire with regards to your suitability; but it remains your choice to choose whether you wish to follow such advice or recommendation or not. Where you choose not to follow the advice or recommendation we will assume that you have made your own informed determination not to follow the advice or recommendation and instead are accepting sole responsibility for determining the merits or suitability of any and all transactions that you may enter into contrary to the advice or recommendation given to you; and

2. as noted in the CIP Questionnaire, the answers provided will also be the basis upon which any Paid Advice you may have engaged us to provide will proceed to be provided to you if such Paid Advice is required urgently. If Paid Advice is not urgently required, we will first confirm the continued validity of the answers provided before giving Paid Advice. Paid Advice will however be given only if you actually enter into and it will be subject to the terms of the advisory agreement you formally conclude with us.

若您适当完成CIP问卷并返回给我们:

1. 我们将确保不定期提供给您的免费咨询意见或建议, 将与您在CIP问卷中提供的适用性信息相一致; 但选择您是否愿意听从这样的建议仍然是您的选择。若您选择不听从相关咨询意见或建议, 我们会假设您已作出自己的知情决定, 即不听从我们的咨询意见或建议, 而接受承担唯一的责任; 那就是对您已确定可能达成的与咨询意见或建议相悖的任何和所有交易有哪些优劣或是否合适; 和

2. 正如CIP问卷所言, 若您紧急需要付费咨询建议时, 您的回答也将是您聘请我们为您提供付费咨询建议的基础。如果不是紧急需要, 我们在提供付费建议之前, 将首先确认您提供的回答是否仍然有效。然而, 只有当您真正进与我们达成咨询协议并接受协议条款时, 才会得到付费的建议。

Generally Circulating Materials and Resources Warning 一般通告类材料和资源警告

Please also note that regardless of whether or not you properly complete and return the CIP Questionnaire to us, you may be provided or given access to resources or materials that are intended to be for general circulation. The materials intended for general circulation will have an express notice accompanying the materials to that effect. Such resources and materials are provided with the sole aim of enabling you to manage and control your own investments and this means also that you need to be able and willing to accept sole responsibility for ensuring the merits and suitability of any and all investments that you may make with or through us before making any investment or effecting any transaction with or through us. None of the advice or recommendation appearing in such generally-circulated materials and resources should be taken by you as intended for you to specifically rely on. They are provided expressly subject to the exemption notice and disclaimer against such effect accompanying the materials.

请注意, 无论您是否正确地完成CIP问卷并将其返回给我们, 您都可以收到或查阅一般通告类资源或材料。一般通告类材料会附带上述明确声明。我们提供这些资源和材料时, 其唯一的目的是使您能够管理和控制自己的投资, 这意味着, 您需要能够 and 愿意接受在经过或通过我们作出任何投资或实施任何交易之前, 确保对经过或通过我们作出的所有投资的优劣和合适性作出决定这个唯一责任。对于一般通告类材料和资源中的意见或建议, 不可特别依赖, 我们明确声明了这些意见或建议适用免责条款, 不承担随附声明中的任何责任。

Schedule: List of EIPs

Unless otherwise provided here, the terms used or referred to in this Appendix shall have the same meanings assigned to them in section 2 of the Financial Advisers Act, Chapter 110 of Singapore or section 2 of the Securities and Futures Act, Chapter 289 of Singapore, where applicable.

“Excluded Investment Product” or “EIP” means:

- (a) any stocks or shares issued or proposed to be issued by a corporation or body unincorporate, other than where such corporation or body unincorporate is a collective investment scheme;
- (b) any unit of a share which represents ownership of the underlying share, where the underlying share is held on trust for the unit-holder by a custodian, and where –
 - (i) the units of shares have been previously issued, are listed for quotation or quoted on a securities exchange, and are traded on the exchange or an application has been or will be made for permission for the units of shares to be listed for quotation or quoted on a securities exchange or recognised securities exchange and the shares have been previously issued and are listed for quotation on a securities exchange or a recognised securities exchange; and
 - (ii) no additional consideration (other than administrative fees) is payable by the unit-holder in the event that he converts the unit of share into the underlying share;
- (c) any right, option or derivative issued or proposed to be issued by a corporation or body unincorporate in respect of its own stocks or shares;
- (d) any unit in a business trust;
- (e) any unit in a collective investment scheme, such collective investment scheme being an arrangement:
 - (i) that is a trust;
 - (ii) that invests primarily in real estate and real estate-related assets specified by the MAS in the Code on Collective Investment Schemes; and
 - (iii) all or any units of which are listed for quotation on a securities exchange;
- (f) any debenture other than:
 - (i) asset-backed securities as defined in section 262(3) of the Securities and Futures Act, Chapter 289 of Singapore; or
 - (ii) structured notes as defined in regulation 2(1) of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005;
- (g) any life insurance policy other than investment-linked life insurance policies as defined in the First Schedule to the Insurance Act, Chapter 142 of Singapore; or
- (h) any contract or arrangement the effect of which is that one party agrees to exchange currency at an agreed rate of exchange with another party, where such currency exchange is effected immediately, but does not include any product specified in items (a) to (h) above that is listed for quotation or quoted only on a securities market or a futures market that is not operated by an approved exchange.

Appendix 2: GUIDE AND CAUTIONARY NOTES IN APPLYING FOR/ CONTINUING AN ACCOUNT WITH KGI SECURITIES (SINGAPORE) PTE. LTD. (cont'd) 附录2: 在KGI申请/继续帐户的指南和警示说明 (续)

附表: EIPs列表

除非本准则另有规定, 本附表中所使用或提及的条款应具有与《金融顾问法》第2条、新加坡第110章或《证券和期货法》第2条(新加坡第289章)(只要这些条款适用)相同的含义。

“例外的投资产品”或“创业板”是指:

- (a) 公司或非法人团体发行或拟发行的任何股本或股份(该公司或非法人团体是一个集体投资计划的情况除外);
- (b) 在单位持有人以信托方式委托托管机构为其持有基本股且在下列情况时, 代表基本股所有权的任何股份单位,
 - (i) 该股份单位此前已发行并在证券交易所上市等待报盘或已报盘, 且已在交易所交易; 或已经或将要申请准许让该股份单位在证券交易所上市等待报盘或已在公认的证券交易所报盘, 且该股份此前已发行并在证券交易所或公认的证券交易所上市报盘; 及
 - (ii) 如果单位持有人将股份单位转化为基本股, 则该股持有人不应获得任何额外对价支付(除管理费以外);
- (c) 公司或非法人团体就自身股本或股份发行或拟发行的任何权利、期权或衍生权利;
- (d) 商业信托基金的单位;
- (e) 集体投资计划的单位(这种集体投资计划须是一种安排):
 - (i) 须是一种信托;
 - (ii) 须主要投资于《集体投资计划规范》中房地产管理局指定的房地产和房地产相关资产; 以及
 - (iii) 所有或任何单位须在证券交易所上市报价;
- (f) 除下列对象以外的任何债券:
 - (i) 新加坡《证券及期货法》第289章262(3)条或定义的资产担保证券; 或
 - (ii) 2005年《证券及期货(投资报价)(股份及债券)规例》第2(1)条定义的结构票据;
 - (g) 除《新加坡保险法》第142章附表一定义的和与投资关联的人寿保单以外的人寿保单; 或
 - (h) 具有以下作用的任何合同或协议: 在货币交换立即生效的前提下, 一方同意以约定汇率与另一方交换货币, 但不包括在以上(a)款至(h)款中规定的只可在非由获批准的交易所经营的证券市场或期货市场上市等待报盘或已报盘的任何产品。

Appendix 3: OUR COMMITMENT TO FAIR DEALING 附录3: 我们对公平交易的承诺

We have reviewed and enhanced our delivery in fair dealing outcomes, and further strengthened our internal measures to ensure that we continue to provide relevant products and services to our customers. We have taken into consideration of the MAS Guidelines on Fair Dealing issued on 3 April 2009, as amended, and are committed to promote good market conduct practices when dealing with our customers.

我们已检讨并加强在公平交易结果中的交付, 并进一步加强内部措施, 确保我们继续向客户提供有关产品和服务。我们已考虑到2009年4月3日发布的《关于公平交易的MAS准则》, 并在与客户打交道时致力于促进良好的市场行为实践。

Delivering fair dealing outcomes to our customer is an on-going effort. We believe in fostering appropriate relationship with our customers. We have implemented the following key enhancements as part of our effort in our commitment to fair dealing.

为客户提供公平的交易成果是一项持续不断的努力。我们相信与客户建立适当的关系。我们实施了以下关键的改进, 这是我们致力于公平交易的努力的一部分。

- Ensure continuous education programme for our Trading Representatives and Registered Representatives

- Structured recruitment practices to ensure representatives are competent and fit and proper

- Be clear and transparent to our customers

- Be responsive to our customers' needs request and attend to complaints promptly and effectively

为我们的交易代表及注册代表确保持续教育计划。

结构化招聘实践, 确保代表胜任, 适合和适当。

对客户透明

响应客户的需求, 及时有效地处理投诉。

Submission of Complaints 投诉提交

Email: sgp.compliance@kgi.com

Mail: KGI Securities (Singapore) Pte. Ltd.
4 Shenton Way, #13-01
SGX Centre 2
Singapore 068807

Attention: Compliance Department

Our Management is committed to delivering fair dealing outcomes to our customers. We will continue to put in place good practices to uphold the best industry standards.

我们的管理层致力于为客户提供公平的交易结果。我们将继续实施良好的行业标准。

Appendix 4: PROHIBITED CONDUCTS UNDER THE SINGAPORE SECURITIES AND FUTURES ACT**附录4: 《新加坡证券及期货条例》所规定的禁止行为**

*Version as of October 2018; complete sections and any amendments, if any, as well as relevant definitions are available at: <https://sso.agc.gov.sg/>

*2018年10月版: 完整的章节和任何修改, 如果有的话, 以及相关的定义: <https://sso.agc.gov.sg/>

Part XII MARKET CONDUCT 市场行为**Division 1 — Prohibited Conduct — Capital Market Products 禁止行为-资本市场商品****False trading and market rigging transactions 虚假交易和操纵市场交易**

197.—(1) No person shall do any thing, cause any thing to be done or engage in any course of conduct, if his purpose, or any of his purposes, for doing that thing, causing that thing to be done or engaging in that course of conduct, as the case may be, is to create a false or misleading appearance —

(a) of active trading in any capital markets products on an organised market; or

(b) with respect to the market for, or the price of, any capital markets products traded on an organised market.

(1A) No person shall do any thing, cause any thing to be done or engage in any course of conduct that creates, or is likely to create, a false or misleading appearance of active trading in any capital markets products on an organised market, or with respect to the market for, or the price of, any capital markets products traded on an organised market, if —

(a) he knows that doing that thing, causing that thing to be done or engaging in that course of conduct, as the case may be, will create, or will be likely to create, that false or misleading appearance; or

(b) he is reckless as to whether doing that thing, causing that thing to be done or engaging in that course of conduct, as the case may be, will create, or will be likely to create, that false or misleading appearance.

(2) A person must not maintain, inflate, depress, or cause fluctuations in, the market price of any capital markets products —

(a) by means of any purchase or sale of any capital markets products that does not involve a change in the beneficial ownership of the capital markets products; or

(b) by any fictitious transaction or device.

(3) Without prejudice to the generality of subsection (1), it is presumed that a person's purpose, or one of a person's purposes, is to create a false or misleading appearance of active trading in capital markets products on an organised market if the person —

(a) effects, takes part in, is concerned in or carries out, directly or indirectly, any transaction of purchase or sale of the capital markets products, being a transaction that does not involve any change in the beneficial ownership of the capital markets products;

(b) makes or causes to be made an offer to sell the capital markets products at a specified price, where the person has made or caused to be made or proposes to make or to cause to be made, or knows that a person associated with the person has made or caused to be made or proposes to make or to cause to be made, an offer to purchase the same number, or substantially the same number, of the capital markets products at a price that is substantially the same as the firstmentioned price; or

(c) makes or causes to be made an offer to purchase the capital markets products at a specified price, where the person has made or caused to be made or proposes to make or to cause to be made, or knows that a person associated with the person has made or caused to be made or proposes to make or to cause to be made, an offer to sell the same number, or substantially the same number, of the capital markets products at a price that is substantially the same as the firstmentioned price.

(4) The presumption under subsection (3) may be rebutted if the defendant establishes that the purpose or purposes for which he did the act was not, or did not include, the purpose of creating a false or misleading appearance of active trading in the capital markets products on the organised market.

(5) For the purposes of this section, a purchase or sale of capital markets products does not involve a change in the beneficial ownership if any of the following persons has an interest in the capital markets products after the purchase or sale:

(a) a person who had an interest in the capital markets products before the purchase or sale;

(b) a person associated with the person mentioned in paragraph (a).

(6) In any proceedings against a person for a contravention of subsection (2) in relation to a purchase or sale of capital markets products that did not involve a change in the beneficial ownership of the capital markets products, it is a defence if the defendant establishes that the purpose or purposes for which the defendant purchased or sold the capital markets products was not, or did not include, the purpose of creating a false or misleading appearance with respect to the market for, or the price of, the capital markets products.

(7) The reference in subsection (3)(a) to a transaction of purchase or sale of the capital markets products includes —

(a) a reference to the making of an offer to purchase or sell the capital markets products; and

(b) a reference to the making of an invitation, however expressed, that expressly or impliedly invites a person to offer to purchase or sell the capital markets products.

Appendix 4: PROHIBITED CONDUCTS UNDER THE SINGAPORE SECURITIES AND FUTURES ACT (CONT'D)**附录4: 《新加坡证券及期货条例》所规定的禁止行为 (續)****Market manipulation in relation to securities and securities-based derivatives contracts 操纵与证券及以证券为基础的衍生性合同市场**

198.—(1) A person must not effect, take part in, be concerned in or carry out, directly or indirectly, 2 or more transactions in securities, or securities-based derivatives contracts, of a corporation, being transactions that have, or are likely to have, the effect of raising, lowering, maintaining or stabilising the price of securities, or securities-based derivatives contracts, as the case may be, of the corporation on an organised market, with the intent to induce other persons to subscribe for, purchase or sell securities, or securities-based derivatives contracts, as the case may be, of the corporation or of a related corporation.

(2) A person must not effect, take part in, be concerned in or carry out, directly or indirectly, 2 or more transactions in securities, or securities-based derivatives contracts, of a business trust, being transactions that have, or are likely to have, the effect of raising, lowering, maintaining or stabilising the price of securities, or securities-based derivatives contracts, as the case may be, of the business trust on an organised market, with the intent to induce other persons to subscribe for, purchase or sell securities, or securities-based derivatives contracts, as the case may be, of the business trust.

(3) In this section —

(a) a reference to transactions in securities or securities-based derivatives contracts of a corporation includes —

(i) a reference to the making of an offer to purchase or sell such securities or securities-based derivatives contracts, as the case may be; and

(ii) a reference to the making of an invitation, however expressed, that directly or indirectly invites a person to offer to purchase or sell such securities or securities-based derivatives contracts, as the case may be; and

(b) a reference to transactions in securities or securities-based derivatives contracts of a business trust includes —

(i) a reference to the making of an offer to purchase or sell such securities or securities-based derivatives contracts, as the case may be; and

(ii) a reference to the making of an invitation, however expressed, that directly or indirectly invites a person to offer to purchase or sell such securities or securities-based derivatives contracts, as the case may be.

False or misleading statements, etc. 虚假或误导性陈述等

199. No person shall make a statement, or disseminate information, that is false or misleading in a material particular and is likely —

(a) to induce other persons to subscribe for securities, securities-based derivatives contracts or units in a collective investment scheme;

(b) to induce the sale or purchase of securities, securities-based derivatives contracts or units in a collective investment scheme, by other persons; or

(c) to have the effect (whether significant or otherwise) of raising, lowering, maintaining or stabilising the market price of securities, securities-based derivatives contracts or units in a collective investment scheme,

if, when he makes the statement or disseminates the information —

(i) he does not care whether the statement or information is true or false; or

(ii) he knows or ought reasonably to have known that the statement or information is false or misleading in a material particular.

Fraudulently inducing persons to deal in capital markets products 欺骗性引诱他人买卖资本市场商品

200.—(1) No person shall —

(a) by making or publishing any statement, promise or forecast that he knows or ought reasonably to have known to be misleading, false or deceptive;

(b) by any dishonest concealment of material facts;

(c) by the reckless making or publishing of any statement, promise or forecast that is misleading, false or deceptive; or

(d) by recording or storing in, or by means of, any mechanical, electronic or other device information that he knows to be false or misleading in a material particular,

induce or attempt to induce another person to deal in capital markets products.

(2) In any proceedings against a person for a contravention of subsection (1) constituted by recording or storing information as mentioned in subsection (1)(d), it is a defence if it is established that, at the time when the defendant so recorded or stored the information, he had no reasonable grounds for expecting that the information would be available to any other person.

(3) In any proceedings against a person for a contravention of subsection (1) in relation to the dealing in capital markets products that are securities, securities-based derivatives contracts or units in a collective investment scheme, the opinion of any registered or public accountant as to the financial position of any company at any time or during any period in respect of which he has made an audit or examination of the affairs of the company according to recognised audit practice shall be admissible, for any party to the proceedings, as evidence of the financial position of the company at that time or during that period, notwithstanding that the opinion is based in whole or in part on book-entries, documents or vouchers or on written or verbal statements by other persons.

Employment of manipulative and deceptive devices 使用操纵和欺骗手段

201. No person shall, directly or indirectly, in connection with the subscription, purchase or sale of any capital markets products —

(a) employ any device, scheme or artifice to defraud;

(b) engage in any act, practice or course of business which operates as a fraud or deception, or is likely to operate as a fraud or deception, upon any person;

(c) make any statement he knows to be false in a material particular; or

(d) omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

Bucketing 对敲

201A.—(1) A person must not knowingly execute, or hold himself out as having executed, an order for the purchase or sale of a derivatives contract, without having effected in good faith a purchase or sale of that derivatives contract in accordance with the order or with the business rules and practices of an organised market on which the derivatives contract is to be purchased or sold.

(2) A person must not knowingly execute, or hold himself out as having executed, an order to make a purchase or sale of a spot foreign exchange contract for purposes of leveraged foreign exchange trading, without having effected in good faith a purchase or sale in accordance with the order.

Manipulation of price of derivatives contracts and cornering 操纵衍生性合同价格及挟仓

201B. A person must not, directly or indirectly —

(a) manipulate or attempt to manipulate the price of a derivatives contract traded on an organised market, or of any underlying thing which is the subject of such derivatives contract; or

(b) corner, or attempt to corner, any underlying thing which is the subject of a derivatives contract.

Dissemination of information about illegal transactions 传播有关非法交易的信息

202.—(1) A person must not circulate or disseminate, or authorise or be concerned in the circulation or dissemination of, any statement or information to any of the following effect if any condition in subsection (2) is satisfied:

(a) the price of any securities or securities-based derivatives contract, of a corporation will, or is likely, to rise or fall or be maintained by reason of any transaction entered into or to be entered into or other act or thing done or to be done in relation to the securities or securities-based derivatives contracts, of that corporation (or of a related corporation) which to the person's knowledge was entered into or done in contravention of section 197, 198, 199, 200 or 201, or if entered into or done would be in contravention of section 197, 198, 199, 200 or 201;

Appendix 4: PROHIBITED CONDUCTS UNDER THE SINGAPORE SECURITIES AND FUTURES ACT (CONT'D)**附录4: 《新加坡证券及期货条例》所规定的禁止行为 (續)**

(b) the price of any securities or securities-based derivatives contract, of a business trust will, or is likely, to rise or fall or be maintained by reason of any transaction entered into or to be entered into or other act or thing done or to be done in relation to the securities or securities-based derivatives contracts, of that business trust which to the person's knowledge was entered into or done in contravention of section 197, 198, 199, 200 or 201, or if entered into or done would be in contravention of section 197, 198, 199, 200 or 201;

(c) the price of a class of derivatives contracts will, or is likely to, rise or fall or be maintained by reason of any transaction entered into or to be entered into, or other act or thing done or to be done, in relation to that class of derivatives contracts by one or more persons which to the person's knowledge was entered into, or done, in contravention of section 197, 200, 201, 201A or 201B, or if entered into, or done, would be in contravention of section 197, 200, 201, 201A or 201B;

(d) the price of a class of spot foreign exchange contracts for purposes of leveraged foreign exchange trading, will, or is likely to, rise or fall or be maintained by reason of any transaction entered into or to be entered into, or other act or thing done or to be done, in relation to that class of spot foreign exchange contracts for purposes of leveraged foreign exchange trading, by one or more persons which to the person's knowledge was entered into, or done, in contravention of section 197, 200, 201, 201A or 201B, or if entered into, or done, would be in contravention of section 197, 200, 201, 201A or 201B.

(2) For the purpose of subsection (1), the condition is either —

(a) the person mentioned in subsection (1), or a person associated with that person, has entered into or purports to enter into any such transaction, or has done or purports to do any such act or thing; or

(b) the person mentioned in subsection (1), or a person associated with that person, has received, or expects to receive, directly or indirectly, any consideration or benefit for circulating or disseminating, or authorising or being concerned in the circulation or dissemination of, the statement or information.

Continuous disclosure 持续揭露

203.—(1) A person to whom this subsection applies must not intentionally, recklessly or negligently fail to notify the approved exchange of such information as is required to be disclosed by the approved exchange under the listing rules or any other requirement of the approved exchange, if the person is required by the approved exchange under the listing rules or any other requirement of the approved exchange to notify the approved exchange of information on specified events or matters as they occur or arise for the purpose of the approved exchange making that information available to an organised market operated by the approved exchange.

(2) Subsection (1) applies to any of the following:

(a) an entity, the securities or securities-based derivatives contracts of which are listed for quotation on an approved exchange;

(b) a trustee-manager of a business trust, where the securities or securities-based derivatives contracts of the business trust are listed for quotation on an approved exchange;

(c) a responsible person of a collective investment scheme, where the units in the collective investment scheme are listed for quotation on an approved exchange.

(3) Despite section 204 or 335, a contravention of subsection (1) is not an offence unless the failure to notify is intentional or reckless.

Penalties under this Division 本条处罚规定

204.—(1) Any person who contravenes any of the provisions of this Division shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$250,000 or to imprisonment for a term not exceeding 7 years or to both.

(2) No proceedings shall be instituted against a person for an offence in respect of a contravention of any of the provisions of this Division after —

(a) a court has made an order against him for the payment of a civil penalty under section 232; or

(b) the person has entered into an agreement with the Authority to pay, with or without admission of liability, a civil penalty under section 232(5), in respect of that contravention.

Appendix 5: DISCLOSURE STATEMENTS PURSUANT TO SECURITIES & FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS 附录五:依据证券及期货条例(业务之许可及行为)之揭露声明**DISCLOSURE STATEMENT FOR REGULATION 18A**

条例18A揭露声明

This document sets out disclosures we ("KGISS") are obliged to give you as the Customer, to comply with Regulation 18A of the Securities and Futures (Licensing and Conduct of Business) Regulations (the "Regulations") and relates to KGISS' obligation under Regulation 17 of the Regulations to maintain a trust account (the "Trust Account") in which KGISS deposits the Customer's money received by KGISS from or for the Customer for KGISS' services as the holder of a capital markets services licence (the "Services"). For avoidance of doubt, such money will not include money the Customer directly or indirectly transfers to KGISS by way of title transfer; provided that in no case where the Customer is a retail customer will the Customer be obliged to provide any money to KGISS as margin for the Customer's obligations by way of title transfer to KGISS except where such money relates to lending of the Customer's securities in compliance by KGISS with Regulations 45(1) (3) and (4) of the Regulations. This document does not cover all risks relating to these Services and the Customer should consider all agreements between the Customer and KGISS and any other disclosure material that KGISS has provided to the Customer.

本文件说明我们 ("KGISS") 向身为客户的您应予揭露之义务, 此乃遵守证券和期货 (业务之许可及行为) 条例 ("条例") 第 18A 条, 及条例第 17 条与 KGISS 有关维持一个信托账户 ("信托账户") 之义务, 该信托账户系 KGISS 存放自客户收取或为客户所收取之资金以作为 KGISS 身为资本市场服务许可证的持有人之服务 ("服务")。为免疑义, 此类款项不包括客户直接或间接移转所有权至 KGISS 之款项; 但在任何情况下, 零售客户没有义务以转让所有权的方式向 KGISS 提供任何资金作为客户义务的保证金, 除非此类资金与 KGISS 遵循条例第 45(1) (3) 和 (4) 条客户的证券出借有关。本文件不涵盖与这些服务相关的所有风险, 且客户应考虑其与 KGISS 之间的所有协议以及 KGISS 所已经提供予客户任何其他揭露之数据。

1. How KGISS holds the Customer's money

The Customer's money will be held on the Customer's behalf in accordance with Regulation 17 of the Regulations in the Trust Account. Unless otherwise notified to the Customer, the custodian of the Trust Account will be a third party eligible to be the custodian pursuant to Regulation 17.

KGISS如何保管客户资金

依条例第17条客户资金将以客户名义存放于信托账户。除非另外通知客户, 信托账户的托管人是依据条例第 17 条有资格成为托管人的第三方。

2. When KGISS may withdraw the Customer's money

Where KGISS provides any Services, KGISS may pursuant either to its entitlement:

- (a) under but subject to Regulation 30 of the Regulations or
- (b) pursuant to the provisions of Regulation 35 of the Regulations

withdraw the Customer's money for any purpose permitted under Regulation 19 and/or 21 (as applicable) of the Regulations.

KGISS何时可以提取客户资金

当KGISS提供任何服务, KGISS 可以根据其如下权利, 依据条例第 19 条和/或第 21 条 (如适用) 所允许的任何目的提取客户资金:

- (a) 根据但受条例第 30 条所限;或
- (b) 根据条例第35条的规定

3. Withdrawals from Trust Account and onward depositing money with third parties

As provided in Regulations 19 and 21 of the Regulations, KGISS may withdraw the Customer's money from the Trust Account and apply such money as permitted or not prohibited by the said provisions of the Regulations including onward deposit the money with third parties acting on KGISS' behalf (Third Parties, which expression shall also include the custodian of the Trust Account), being any of an approved clearing house, a recognized clearing house, a member of a clearing facility or a member of a recognized market for any of the purposes specified in Regulation 19 of the Regulations. Nothing in the preceding however permits KGISS withdrawing of the Customer's money where the Customer is a retail customer and apply the money towards satisfaction of KGISS' own obligations or liabilities. Unless KGISS agrees otherwise, KGISS is not liable for any acts or omissions of Third Parties.

从信托账户提款并向第三方存入资金

如条例第 19 条及第 21 条所示, KGISS 可从信托账户提取客户资金, 并在上述条例规定允许或不禁止的情况下使用该资金, 包括将资金转存给代表 KGISS 行事的第三方 (第三方, 该表述亦应包括信托账户的托管人), 即符合条例第 19 条所特定目的之任何经核准的清算所、被认可的清算所、清算机构的成员或被认可的成员。然而, 上述任何内容均不允许 KGISS 在客户是零售客户的情况下提取客户资金, 并将资金用于满足 KGISS 自己的义务或责任。除非 KGISS 另有约定, KGISS 不对第三方的任何作为或疏忽负责。

4. Money generally held on pooled basis and key consequences

The Customer's money will, unless KGISS is obliged pursuant to the Regulations to specify or agree with the Customer otherwise, be held in an omnibus or pooled account basis by KGISS or an approved Third Party. For avoidance of doubt, if the Customer is a retail customer, money provided to KGISS in relation to the Customer's OTC derivatives contracts with KGISS may only be pooled with the money of KGISS' other retail customers provided to KGISS for their respective OTC derivatives contracts. Where the Customer's money is held in such omnibus accounts, they may be pooled with money belonging to other customers or customers/clients of the Third Party. Therefore, there is a risk that:

- (a) the Customer's money could be withdrawn to meet other clients' obligations; and/or
- (b) the Customer may share in any shortfall and may not therefore receive the Customer's full entitlement of money.

资金通常以集合方式持有的和主要后果

除非 KGISS 有义务根据条例具体特定或与客户另行约定外, 客户资金将由 KGISS 或经批准的第三方以综合或集合帐户的形式持有。为免疑问, 如客户是零售客户, 就客户提供给 KGISS OTC 衍生性商品合约相关的资金只能与 KGISS 的其他零售客户就其各自的 OTC 衍生性商品合约提供给 KGISS 的资金合并混同存放。如客户资金存放于综合账户中, 它们可能会与属于其他客户或第三方客户/客户的资金合并混同在一起。因此, 会有以下风险:

- (a) 客户资金可能被提款用以履行其他客户的义务;且/或
- (b) 客户可能须分担任何差额, 因此客户可能无法取得全额之客户资金

In some jurisdictions, national law may not recognize or give effect to KGISS' attempts to separately identify the Customer's money from KGISS' money or those belonging to the Third Party. In such a case:

- (i) the Customer's money could be used to meet the Third Party's general obligations on its insolvency;
 - (ii) the Customer's money could be used to meet KGISS' general obligations on insolvency;
 - (iii) the Third Party could challenge the Customer's rights to any money; and/or
 - (iv) the Customer may share in any shortfall and may not therefore receive the Customer's full entitlement of money.
- 在某些司法管辖范围, 国家法律可能不承认或无法使客户资金与 KGISS 的资金或属于第三方的资金分开识别。在此种状况:

- (i) 客户资金可能被用于履行第三方在其破产时的一般义务
- (ii) 客户资金可能被用于履行 KGISS 一般破产义务
- (iii) 第三方可能对客户就任何金钱的主张权利提出异议或质疑
- (iv) 客户可能须分担任何差额, 因此客户可能无法取得全额之客户资金

Appendix 5: DISCLOSURE STATEMENTS PURSUANT TO SECURITIES & FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (cont'd) 附录五:依据证券及期货条例(业务之许可及行为)之揭露声明 (續)**5. Money held outside Singapore**

Where KGISS holds the Customer's money outside Singapore:

- (a) different legal and regulatory requirements may apply from those applying in Singapore; and
- (b) the Customer's rights to the money may differ from those the Customer would have in Singapore.

资金可能被保存在新加坡境外

如KGISS 在新加坡境外持有客户资金者,

- (a) 可能适用与新加坡不同的法律和监管要求
- (b) 客户对资金的权利可能与客户在新加坡所拥有的权利不同

6. Protecting the Customer's money

KGISS will, if possible, direct such approved Third Parties who hold the Customer's money to identify them separately from their own money and those belonging to KGISS (by differently titled accounts or other measures that achieve the same level of protection). If the money is held in a jurisdiction where KGISS is prevented from registering money in the name of a nominee or in the Customer's name, KGISS may register or record or cause any relevant Third Party to register or record the Customer's money in KGISS' own name or if KGISS is prevented from doing so, in the name of a Third Party, provided in either case that KGISS is permitted to do so under the Regulations read with relevant provisions of the Securities and Futures Act.

客户资金的保护

如果可能, KGISS 将指示经核准而持有客户资金的第三方将自己的资金和属于 KGISS 的资金分开(藉由不同账户名称或其他可达相同保护层级的措施)。如果资金存放在 KGISS 无法以被任命人的名义或客户的名义注册的司法管辖区, KGISS 可以注册或登记或促使任何相关第三方以 KGISS 自己的名义注册或登记客户资金或者如果 KGISS 被禁止者则以第三方的名义办理, 但无论采用何种方式前提是, KGISS 根据条例并参阅《证券和期货法》相关条款的规定而被允许者。

7. Security interests, liens and right of set-off

Where KGISS holds the Customer's money, KGISS will generally have rights of set-off, a general lien and other security interests over them, both as set out in the relevant agreement between the Customer and KGISS and under general law. KGISS' rights of lien and other general security interests are also specifically recognized under the Regulations. A Third Party, including a depository or any foreign custodian of such money, who holds the Customer's money may also have a security interest or lien over, or right of set-off in relation to such money.

担保权益、留置权和抵销权

如果 KGISS 持有客户资金, KGISS 通常将拥有抵销权、一般留置权和其他担保权益, 此均已规范于客户与 KGISS 间的相关协议中以及一般法律中。KGISS 的留置权和其他一般担保权益亦有条例明确肯认。持有客户资金的第三方, 包括此类资金的托管人或任何外国托管人, 也可能拥有与此类资金相关的担保权益或留置权或抵销权。

Appendix 5: DISCLOSURE STATEMENTS PURSUANT TO SECURITIES & FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (cont'd) 附录五:依据证券及期货条例(业务之许可及行为)之揭露声明 (續)

DISCLOSURE STATEMENT FOR REGULATION 27A

条例27A揭露声明

This document sets out disclosures KGISS is obliged to give you as the Customer, to comply with Regulation 27A of the Securities and Futures (Licensing and Conduct of Business) Regulations (the "Regulations") and relates to our obligation under Regulation 27 of the Regulations to maintain a custody account (the "Custody Account") in which KGISS deposits the Customer's assets received by KGISS from or for the Customer for KGISS's services as the holder of a capital markets services licence (the "Services"). This document does not cover all risks relating to these Services and the Customer should consider all agreements (including in particular the Agreement) between the Customer and KGISS and any other disclosure material that KGISS has provided to the Customer.

本文件说明我们 ("KGISS") 向身为客户的您应予揭露之义务, 此乃遵守证券和期货 (业务之许可及行为) 条例 ("条例") 第 27A 条, 及条例第 77 条与 KGISS 有关维持一个保管账户 ("保管账户") 之义务, 该保管账户系 KGISS 存放自客户收取或为客户所收取之资产以作为 KGISS 身为资本市场服务许可证的持有人之服务 ("服务")。本文件不涵盖与这些服务相关的所有风险, 且客户应考虑其与 KGISS 之间的所有协议以及 KGISS 所已经提供予客户任何其他揭露之数据。

1. How KGISS holds the Customer's assets

The Customer's assets will be held on the Customer's behalf in accordance with Regulation 27 of the Regulations in the Custody Account. Unless otherwise notified to the Customer, the custodian of the Custody Account will be KGISS or a third party eligible to be the custodian pursuant to Regulation 27.

KGISS如何保管客户资产

依条例第27条客户资产将以客户名义存放于保管账户。除非另外通知客户, 保管账户的托管人是依据条例第 27 条有资格成为托管人的第三方。

2. When KGISS may withdraw the Customer's assets

Where KGISS provides any Services, KGISS may pursuant either to KGISS's entitlement:

- (a) under but subject to Regulation 30 of the Regulations or
- (b) pursuant to the provisions of Regulation 35 of the Regulations

withdraw the Customer's assets for any purpose permitted under Regulation 30 and/or 35 (as applicable) of the Regulations.

KGISS何时可以提取客户资产

当KGISS提供任何服务, KGISS 可以根据其如下权利, 依据条例第 30 条和/或第 35 条 (如适用) 所允许的任何目的提取客户资产:

- (a) 根据但受条例第 30 条所限;或
- (b) 根据条例第35条的规定

3. Withdrawals from Custody Account and onward depositing assets with third parties

As provided in Regulations 27 and 30 of the Regulations, KGISS may withdraw the Customer's assets from, hold the Customer's assets from the Custody Account and deposit the assets with third parties acting on KGISS' behalf (Third Parties, which expression shall also include the custodian of the Custodian Account), being any of an approved clearing house, a recognised clearing house, a member of a clearing facility or a member of an organised market for any of the purposes specified in Regulation 30 of the Regulations. Unless KGISS agrees otherwise, KGISS is not liable for any acts or omissions of Third Parties.

从保管账户提出并向第三方存入资产

如条例第 27 条及第 30 条所示, KGISS 可从保管账户提取客户资产, 并在上述条例规定允许或不禁止的情况下使用该资产, 包括将资产转存给代表 KGISS 行事的第三方 (第三方, 该表述亦应包括保管账户的托管人), 即符合条例第 30 条所特定目的之任何经核准的清算所、被认可的清算所、清算机构的成员或被认可的市场成员。除非 KGISS 另有约定, KGISS 不对第三方的任何作为或疏失负责。

4. Assets generally held on pooled basis and key consequences

The Customer's assets will, unless KGISS specifies or agrees with the Customer otherwise, be held in an omnibus or pooled account basis by a Third Party. Where the Customer's assets are held in such omnibus accounts, they may be pooled with assets belonging to KGISS' other customers or customers/clients of the Third Party. Therefore, there is a risk that:

- (a) the Customer's assets could be withdrawn to meet other clients' obligations; and/or
- (b) the Customer may share in any shortfall and may not therefore receive full entitlement of assets.

资产通常以集合方式持有的和主要后果

除非 KGISS 有义务根据条例具体特定或与客户另行约定外, 客户资产将由 KGISS 或经批准的第三方以综合或集合帐户的形式持有。如客户资产存放于综合账户中, 它们可能会与属于其他客户或第三方客户/客户的资产合并混同在一起。因此, 会有以下风险:

- (a) 客户资产可能被提款用以履行其他客户的义务;且/或
- (b) 客户可能须分担任何差额, 因此客户可能无法取得全额之客户资产

In some jurisdictions, national law may not recognise or give effect to KGISS's attempts to separately identify the Customer's assets from KGISS' own assets or those belonging to the Third Party. In such a case:

- (i) the Customer's assets could be used to meet the Third Party's general obligations on its insolvency;
- (ii) the Customer's assets could be used to meet KGISS's general obligations on insolvency;
- (iii) the Third Party could challenge the Customer's rights to any assets; and/or
- (iv) the Customer may share in any shortfall and may not therefore receive full entitlement of assets.

在某些司法管辖范围, 国家法律可能不承认或无法使客户资产与 KGISS 的资产或属于第三方的资产分开识别。在此种状况:

- (i) 客户资产可能被用于履行第三方在其破产时的一般义务
- (ii) 客户资产可能被用于履行 KGISS 一般破产义务
- (iii) 第三方可能对客户就任何资产的主张权利提出异议或质疑
- (iv) 客户可能须分担任何差额, 因此客户可能无法取得全额之客户资产

Appendix 5: DISCLOSURE STATEMENTS PURSUANT TO SECURITIES & FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (cont'd) 附录五:依据证券及期货条例(业务之许可及行为)之揭露声明 (續)**5. Assets held outside Singapore**

Where KGISS holds the Customer's assets outside Singapore:

- (a) different legal and regulatory requirements may apply from those applying in Singapore; and
- (b) the Customer's rights to the assets may differ from those the Customer would have in Singapore.

资产可能被保存在新加坡境外

如KGISS 在新加坡境外持有客户资产者，

- (a) 可能适用与新加坡不同的法律和监管要求
- (b) 客户对资产的权利可能与客户在新加坡所拥有的权利不同

6. Protecting the Customer's assets

KGISS will, where possible, direct such Third Parties who hold the Customer's assets to identify them separately from their own assets and those belonging to KGISS (by differently titled accounts or other measures that achieve the same level of protection). If the assets are held in a jurisdiction where KGISS is prevented from registering assets in the name of a nominee or in the Customer's name, KGISS may register or record the Customer's assets in the name of a Third Party or where KGISS is prevented from doing so, in KGISS' own name, provided in either case that KGISS is permitted to do so under the Regulations read with relevant provisions of the Securities and Futures Act.

客户资产的保护

如果可能，KGISS 将指示经核准而持有客户资产的第三方将自己的资产和属于 KGISS 的资产分开（藉由不同账户名称或其他可达相同保护层级的措施）。如果资产存放在 KGISS 无法以被任命人的名义或客户的名义注册的司法管辖区，KGISS 可以注册或登记或促使任何相关第三方以 KGISS 自己的名义注册或登记客户资产或者如果 KGISS 被禁止者则以第三方的名义办理，但无论采用何种方式前提是，KGISS 根据条例并参阅《证券和期货法》相关条款的规定而被允许者。

7. Security interests, liens and right of set-off

Where KGISS holds the Customer's assets, KGISS will generally have rights of set-off, a general lien and other security interests over them, both as set out in the relevant agreement between the Customer and KGISS and under general law. KGISS' rights of lien and other general security interests are also specifically recognised under the Regulations. A Third Party, including a depository who holds the Customer's assets may also have a security interest or lien over, or right of set-off in relation to such assets.

担保权益、留置权和抵销权

如果 KGISS 持有客户资产，KGISS 通常将拥有抵销权、一般留置权和其他担保权益，此均已规范于客户与 KGISS 间的相关协议中以及一般法律中。KGISS 的留置权和其他一般担保权益亦有条例明确肯认。持有客户资产的第三方，包括此类资产的托管人或任何外国托管人，也可能拥有与此类资产相关的担保权益或留置权或抵销权。

Appendix 5: DISCLOSURE STATEMENTS PURSUANT TO SECURITIES & FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (cont'd) 附录五:依据证券及期货条例(业务之许可及行为)之揭露声明 (續)**DISCLOSURE STATEMENT FOR INDIVIDUAL SEGREGATED ACCOUNT**

个人独立账户揭露声明

KGISS will generally hold the Customer's money and assets separately from KGISS's own money and assets, but on a pooled basis with respect to money and assets of other of KGISS's customers and therefore there is a risk that the Customer's money and/or assets may be used to satisfy the obligations of other KGISS retail customers referable to their respective OTC derivatives transactions with KGISS or in the event of a total shortfall in money and/or assets collectively in the pool, all such of KGISS's customers will be limited to a pro-rated share of the actual money and/or assets in the pool (generally "fellow-customer risk"). The Customer should read the specific disclosures pursuant to Regulations 18A and 27A respectively on the key consequences and risks of the Customer's money and/or assets being held on a customer pooled basis for more and specific information. However, the Customer's money/assets for OTC derivatives transactions/contracts with KGISS will be held within Singapore. Singapore laws and regulations operate to ensure that they will not be available to be used to satisfy any of KGISS's own obligations in the event of KGISS's insolvency.

KGISS一般会将所持客户之资金及资产与KGISS自有之资金及资产隔离,但以与KGISS其他客户之资金及资产汇集为基础,因此存有客户之资金及/或资产可能用于清偿KGISS其他零售客户关于其个别场外交易市场衍生性金融商品交易,或于汇集之资金及/或资产全部短缺之情形,所有KGISS客户之份额限于按其就实际汇集资金及/或资产所占比例之风险(泛称「同类客户风险」)客户须详阅条例18A及27A中个别就以客户为基础所持之汇集资金及/或资产之关键结果及风险之个别揭露,以了解更多及个别信息。然而,客户透过KGISS之场外交易市场衍生性金融商品交易/合约之资金及资产将在新加坡境内持有。新加坡法令确保于KGISS破产时,客户之资金及资产不会用以清偿KGISS自身之债务。

1. Regulations 16(5) and 26(5) of the Securities and Futures (Licensing and Conduct of Business) Regulations oblige KGISS to provide the Customer with the option of having added protection against fellow-customer risk for the Customer's money and assets respectively. The aforementioned option allows for the Customer's money and/or assets provided to KGISS in relation to the Customer's OTC derivatives transactions with KGISS to be "ring-fenced" from the money and/or assets belonging to KGISS's other customers.

证券和期货(业务之许可及行为)条例第16(5)条及第26(5)条课予KGISS义务提供客户得选择分别针对客户之资金及资产之同类客户风险享有附加保护。前揭选择允许就客户提供KGISS为客户场外交易市场衍生性金融商品交易/合约之资金及/或资产与KGISS其他客户之资金及/或资产间采「分隔措施」。

2. By signing on KGISS's Account Opening Form, the Customer will be deemed to have indicated to KGISS the Customer's choice of not having such Individual Segregated Account unless the Customer has expressly informed KGISS otherwise.

经由签订KGISS开户申请表,视为客户选择不采「个人独立账户」,但客户向KGISS为不同之明示告知者,不在此限。

3. Consequences and Costs For Individual Segregated Account

个人独立账户之影响及费用

Where the Customer has expressly requested to have the aforementioned option of an Individual Segregated Account, then for the money and/or assets chosen, the Customer's OTC derivatives account with KGISS will be designated as a relevant Customer Individual Segregated Account(s). The following applies to such account(s):

(a) the Customer's money and assets held in such account(s) will not be pooled or commingled with KGISS's other retail customers' positions;

(b) the Customer's money and/or assets will be recorded by KGISS separately from KGISS's other customers. Such money and/or assets will not be available for the default of any person other than the Customer himself/herself;

(i) opting for an Individual Segregated Account will also mean additional administrative costs will be payable by the Customer; and

(ii) the Customer may contact a representative from KGISS should the Customer decide to opt for the Individual Segregated Account or have any related queries.

客户明示要求选择前揭个人独立账户者,则针对其选择之资金及/或资产,客户于KGISS之场外衍生性金融商品将被特定于客户相关个人独立账户。下列情形适用于该(等)账户:

(a) 客户之资金及资产将不与其他KGISS零售客户之部位混合;

(b) 客户与其他KGISS客户之资金及/或资产将分开纪录;该资金及/或资产将不供客户本人以外之人违约时使用;

(i) 选择个人独立账户亦表示客户将负担额外之行政费用;及

(ii) 倘若客户决定选择个人独立账户或有任何相关问题,客户得联系KGISS之业务员。