

## MEMORANDUM OF DEPOSIT

THIS MEMORANDUM OF DEPOSIT ("Memorandum") is made on \_\_\_\_\_

**BETWEEN:**

(1) KGI SECURITIES (SINGAPORE) PTE. LTD., a company incorporated in the Republic of Singapore and having its registered office at 4 Shenton Way #13-01 SGX Centre 2, Singapore 068807 (hereinafter called the "Company");

AND

(2) \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Client").

AND

(3) \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Client").

**WHEREAS:**

(A) The Company has, pursuant to a Margin Facility Agreement dated [ ] (hereinafter called the "Margin Facility Agreement" which expression shall include all variations thereto) made between the Company and the Client, agreed to make available to the Client a revolving credit facility subject to the terms and conditions contained in the Margin Facility Agreement.

(B) It has been agreed between the Company and the Client that the Client shall execute this Memorandum as security for the Indebtedness in the manner and on the terms and conditions hereinafter appearing.

**WHEREBY IT IS AGREED** as follows:

1. DEFINITIONS

1.1 In this Memorandum, unless the context requires otherwise:-

**"Cash Amounts"** shall have the meaning as prescribed in Clause 2.1.2;

**"Charged Securities"** means all the Mortgaged Securities and the Cash Amounts;

**"Indebtedness"** means, at any time, all liabilities of the Client to the Company and all amounts (whether of principal, interest, brokerage, tax or otherwise) at that time owing or payable (whether contingently or otherwise) by the Client to the Company whether under the provisions of this Memorandum, the Margin Facility Agreement or other agreements between the Client and the Company, in respect of the Margin Facility or otherwise howsoever, and includes any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Company including without limitation

those costs, charges and legal expenses incurred by the Company in perfecting, preserving or enforcing or attempting to enforce this Memorandum or any other security (and its rights thereunder) held by the Company from time to time;

**"Margin Facility"** means the margin facility granted by the Company to the Client under the Margin Facility Agreement;

**"Memorandum"** means this Memorandum, as amended, modified or supplemented from time to time; and

**"Mortgaged Securities"** means as prescribed in Clause 2.1.1.

1.2 The following terms and conditions used in this Memorandum (including the recitals and the appendices) shall have the same meaning or construction in this Memorandum as defined or construed in the Margin Facility Agreement:-

**"CDP";**

**"CDP Securities";**

**"Company's Securities Account";**

**"Deposited Securities";**

**"Depository Agent";**

**"Event of Default" and "Events of Default";**

**"Margin";**

**"Marginable Securities";**

**"Purchased Marginable Securities"; and**

**"Securities".**

1.3 The headings in this Memorandum are inserted for convenience only and shall be ignored in construing this Memorandum. Unless the context requires, words (including words defined herein) denoting the singular number only shall include the plural and vice versa. References to a "Clause" or the "Schedule" are to be construed as references to a clause of or a schedule to this Memorandum. References to persons include bodies corporate, unincorporated associations and partnerships. The singular includes the plural and vice versa and any gender includes any other gender.

## 2. SECURITY

2.1 In consideration of the Company making available or continuing to make available the Margin Facility to the Client, the Client as beneficial owner hereby:

2.1.1 mortgages to the Company or transferred by electronic means or otherwise to all securities (including without limitation the Deposited Securities and the Purchased Marginable Securities) which are now or may at any time hereafter be deposited by the Client with the Company or which may come into the Company's possession, custody

or control for any purpose whatsoever or which are held in the Company's name or in the Company's Securities Account or to its order or lodged with or transferred to the Company or its nominee or to the Company's Securities Account by the Client or by any other person in the Client's name or for the Client's account or at the Client's request or with the Client's consent or held in the Client's sub-account maintained with the Company as Depository Agent (hereinafter called the "Mortgaged Securities"); and

- 2.1.2 charges to the Company by way of legal charge all sums of monies now and from time to time and at any time hereafter deposited by the Client with the Company and all monies now and from time to time and at any time hereafter standing to the credit of the Margin Account, whether in Singapore dollars or in any other currency, and whether in addition to or by way of replacement of any sums previously deposited with the Company (hereinafter called the "Cash Amounts"), as continuing security for the repayment and satisfaction of the Indebtedness.
- 2.2 Upon payment to the Company in full of all Indebtedness and the Client having duly complied with all his undertakings, covenants and obligations made, given and entered into with the Company pursuant to the terms of the Margin Facility Agreement and this Memorandum, the Company shall at the request and expense of the Client discharge the security herein created.
- 2.3 Subject to the Company's discretion to allow otherwise, if at any time any securities shall be deposited with or transferred to the Company by the Client in substitution for or in addition to the Mortgaged Securities, such securities shall be deemed to be part of the Mortgaged Securities and shall forthwith become subject to all the terms herein.
- 2.4 The security hereby created on the Mortgaged Securities shall extend to and the Mortgaged Securities shall include all dividends, interest and other monies paid or payable after the date hereof on any of the Mortgaged Securities and all stocks, shares, rights, warrants, bonds, debentures, monies or property paid, distributed, accruing or offered at any time by way of redemption, bonus, rights, preference, or otherwise on or in respect of any of the Mortgaged Securities.
- 2.5 The security hereby created shall:
- 2.5.1 be a continuing security notwithstanding any intermediate payment or settlement of accounts for the payment of all Indebtedness secured or intended to be secured by the security created herein and is to be in addition to, and without prejudice to, any other security which the Company may now or subsequently hold in respect of such Indebtedness. The Company may at any time, from time to time and without reference to the Client give up, deal with, vary, exchange or abstain from perfecting or enforcing any other such security or securities and discharge any party to them or any of them, or realise such security or securities or any of them as the Company thinks fit without in any way affecting or prejudicing the security created herein;
- 2.5.2 not be discharged or affected by any failure hereof, or defect herein, or in the Margin Facility Agreement or in any other agreement entered into by or on behalf of the Client in respect of the Indebtedness nor by any legal limitation, or lack of any borrowing powers of the Client or lack of authority of any person appearing to be acting for the Client in any matter in respect of the Indebtedness or any part thereof by any other fact or circumstance (whether known or not to the Client or the Company) as a result of which all or any part of the Indebtedness may be rendered illegal, void or unenforceable by the Company;

- 2.5.3 remain binding on the Client notwithstanding any amalgamation, re-construction, re-organisation, merger, sale or transfer by or involving the Company or the assets of the Company and for this purpose this Memorandum and all rights conferred on the Company hereunder may be assigned or otherwise transferred by the Company accordingly; and
- 2.5.4 be additional and without prejudice to any other security which the Company may hold from time to time.
- 2.6 In addition and without prejudice to all other rights, powers and remedies of the Company under this Memorandum, other agreement, any law or otherwise, the Client irrevocably and unconditionally authorises the Company to mortgage, pledge or hypothecate the Mortgaged Securities and all other Client's securities or property for a sum not exceeding the Debit Balance and without obligation to retain in its possession or control or to discharge, release or return to the Client securities of like character.
- 2.7 The security created by this Memorandum shall become immediately enforceable and the power of sale and other powers conferred by law (as varied and extended by this Memorandum) and all other powers conferred on the Company by this Memorandum shall be immediately exercisable at any time if the Client fails to pay or satisfy when due any part or parts of the Indebtedness or the breach by the Client of any obligations to the Company under the Margin Facility Agreement between the Client and the Company or the breach by the Client of any obligations under this Memorandum.

3. FURTHER ASSURANCE

If so requested by the Company, the Client shall at his own cost and expense forthwith execute, deliver and do all such transfers, assignments, assurances, powers of attorney, forms, authorisations and other documents and things in respect of the Charged Securities or any of them in such form or manner as the Company may require to assume and vest the full legal title to the Charged Securities or any of them in the Company (or its nominee) or any purchaser or purchasers or transferee or transferees or any of them, or to exercise (or enable the Company's nominee to exercise) any right and power attaching to the Charged Securities, or to give effect to any sale or disposal under Clause 9.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Client hereby represents and warrants to and for the benefit of the Company as follows:-
- 4.1.1 that he is the sole beneficial owner of the Charged Securities and that the Charged Securities are free from any encumbrance other than the security created herein;
- 4.1.2 that there are no monies or liabilities outstanding or payable in respect of the Charged Securities or any of them;
- 4.1.3 that he has full power and authority and the legal right to enter into this Memorandum and execute all other documents called for under this Memorandum, to create the security herein and to engage in the transactions contemplated by this Memorandum;
- 4.1.4 neither his entry into, exercise of his rights (if any) and/or performance of or compliance with his obligations under this Memorandum (including the creation of the

security expressed to be created by this Memorandum) does or will violate any pre-emption rights in relation to the Charged Securities or does or will violate, or exceed any borrowing or other powers or restrictions granted or imposed under or pursuant to, (a) any law to which he is subject, or (b) any agreement to which he is a party or which is binding on him or his assets and do not and will not result in the creation of, or oblige him to create, any security over those assets;

4.1.5 his obligations under this Memorandum and the security expressed to be created by this Memorandum is valid, binding and enforceable and, in the case of such security, will rank ahead of any other present or future security on or over the Charged Securities or any part thereof;

4.1.6 no litigation, arbitration or administrative proceeding is currently ongoing or pending or, so far as he is aware, threatens to restrain the entry into, exercise of his rights (if any ) under and/or performance or enforcement of or compliance with his obligations under, or the creation of the security expressed to be created by this Memorandum; and

4.1.7 no event of default or potential event of default howsoever called (in relation to him) under any agreement to which he is a party has occurred or will occur as a result of his entry into this Memorandum and he is not in breach of or default under any agreement to an extent or in a manner which has or could have a material adverse effect on him.

4.2 The Client warrants to and for the benefit of the Company that each of the warranties in sub-clause 4.1 above made by him will be correct and complied with in all respects at all times during the continuance of the security created by this Memorandum as if repeated then by reference to the then existing circumstances.

## 5. THE CLIENT'S UNDERTAKINGS

5.1 The Client undertakes and agrees with the Company as follows:

5.1.1 that the Client shall not, nor shall he agree or attempt to sell, transfer, assign, charge or encumber the Charged Securities or any part of them;

5.1.2 that the Client shall punctually pay all calls, instalments and other payments that may be made or become due on any of the Mortgaged Securities, failing which the Company may make such payments on behalf of the Client. Any sum so paid by the Company shall be repayable by the Client on demand in writing and, pending such repayment, shall bear interest at the rate set out in the Schedule annexed hereto;

5.1.3 that unless and until an Event of Default has occurred, the Client shall be entitled to exercise all voting and/or consensual powers pertaining to the Mortgaged Securities for all purposes not inconsistent with the terms of this Memorandum;

5.1.4 that the Company shall not have any duty to ensure that any dividends, interest or other monies and assets receivable in respect of the Mortgaged Securities are duly and punctually paid, received or collected as and when the same become due and payable or to ensure that the correct amounts (if any) are paid or received on or in respect of the Mortgaged Securities or to ensure the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of redemption, bonus, rights, preference, or otherwise on or in respect of any of the Mortgaged Securities;

- 5.1.5 that the Client shall give the Company instructions in good time to enable it to take steps to procure or obtain on behalf of the Client any interest, dividends, bonus issues, offers by way of rights, rights and entitlements, benefits arising from or attaching to the Mortgaged Securities which the Client may be entitled to on the Mortgaged Securities (hereinafter called the "Entitlement");
- 5.1.6 that the Client shall give the Company sufficient monies in good time to enable the Company to take up any of such Entitlement; and
- 5.1.7 that the Client shall place all interest, dividends, bonus issues, offers by way of rights, rights and entitlements, benefits arising from or attaching to the Mortgaged Securities and other monies received by him on or in respect of any of the Mortgaged Securities with the Company, and will not withdraw or attempt to withdraw or deal with any such monies.

6. SCRIP-BASED SECURITIES

- 6.1 The Client undertakes to deposit from time to time with the Company (or its nominee) all share and other certificates together with (where applicable) undated signed blank share transfer forms acceptable to the registrar concerned in respect of those Mortgaged Securities which are scrip-based.
- 6.2 All Mortgaged Securities which are purchased on Margin or given as security shall, at the Company's option and at the Client's cost and expense, be either registered in the name of the Company or its nominee. The Client shall execute any and all such documents and do any and all such acts as the Company may require to effect such transaction or registration (as the case may be).

7. CDP SECURITIES

- 7.1 All CDP Securities mortgaged hereunder shall, at the Company's option and at the Client's cost and expense, be either registered in the name of the Company or its nominee or be transferred to or deposited into the Company's Securities Account.
- 7.2 All CDP Securities which are or may have at any time been deposited into the Company's Securities Account shall, at the Company's option and at the Client's cost and expense, be forthwith withdrawn from the Company's Securities Account and registered in the name of either the Company or its nominee.
- 7.3 The Client undertakes to forthwith execute any and all such documents and do any and all such acts as the Company may require to effect such transfer or withdrawal (as the case may be) referred to in Clauses 7.1 and 7.2.

8. CASH AMOUNTS

- 8.1 So long as any part of the Indebtedness remains unpaid, the Company shall not be obliged to repay to the Client the whole or any part of the Cash Amounts and the Client shall not, be entitled to request, withdraw or demand any sums from or transfer, assign, charge or otherwise deal with the Cash Amounts unless otherwise agreed to by the Company.

8.2 In addition to the charge on the Cash Amounts, the Company shall be entitled at any time and without prior notice or demand to the Client forthwith to transfer all or any part of the Cash Amounts and apply the same in or towards satisfaction of all or any part of the Indebtedness notwithstanding that the Cash Amounts may be in a currency different from that of the Indebtedness. If the Cash Amounts are in a currency different from that of the Indebtedness, the Client agrees that the Company may apply the Cash Amounts or part thereof to purchase the currency of the Indebtedness at such rate of exchange as may be available to the Company at the relevant time.

9. SALE AND SET-OFF

9.1 Without prejudice to the Company's other rights, powers and remedies under the Margin Facility Agreement and this Memorandum, upon the occurrence of an Event of Default, the Company may, without notice:

9.1.1 sell the Mortgaged Securities or any of them in such manner and for such consideration (whether payable or deliverable immediately or by instalments) as the Company may at any time and from time to time and in its absolute discretion deem fit without being in any way responsible for any loss occasioned thereby howsoever arising; and/or

9.1.2 appropriate and apply all or any part of the Cash Amounts for or towards payment or satisfaction of the Indebtedness or any part thereof.

9.2 The Company may give a good discharge for any monies received in the exercise of such power of sale or disposal and for any rights, monies or property received or receivable in respect of the Mortgaged Securities.

9.3 In the event that a deficit shall, after the sale and/or appropriation of the Charged Securities, remain owing to the Company, the Client shall pay promptly to the Company the amount of such deficit.

9.4 The Client shall have no right or claim against the Company in respect of any loss on such sale of the Mortgaged Securities howsoever caused and whether or not a better price could or might have been obtained on the sale of the Mortgaged Securities or any of them.

9.5 Upon any sale of the Mortgaged Securities or any of them by the Company, a certificate by any of its officers that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person to whom any of the Mortgaged Securities may be transferred and the Client shall indemnify the Company and keep the Company fully indemnified against any claim or liability which may be made against it and any liability, loss, cost or expense which the Company may suffer or incur by reason of any defect in the Client's title to such Mortgaged Securities.

9.6 A certificate by the Company as to any sum payable to it under this Memorandum, and any other certificate, determination, notification or opinion of the Company provided for in this Memorandum, shall be conclusive in the absence of manifest error.

9.7 Notwithstanding any other provisions of this Memorandum, the Company shall have no duty or responsibility and shall be under no obligation to exercise any right incident to the Charged Securities including the exercise of power to purchase shares or stocks under any warrant or option or to take up any rights issue.

10. APPLICATION OF MONIES

All monies received by the Company under or pursuant to this Memorandum shall be applied by it in accordance with Clause 13.2 of the Margin Facility Agreement.

11. INDEMNITY

The Client hereby indemnifies the Company from and against all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered or incurred by the Company by reason of any failure by the Client to perform any of his obligations under the Margin Facility Agreement and/or this Memorandum or in the exercise or purported exercise by the Company of any of the rights, powers, remedies, authorities or discretion vested in the Company under or pursuant to the Margin Facility Agreement and/or this Memorandum.

12. POWER OF ATTORNEY

12.1 For the purpose of giving effect to the provisions of this Memorandum, the Client hereby appoints the Company, its employees or agents or any persons nominated by the Company under the hand of any officer for the time being of the Company to be his Attorney and in the name and on behalf of the Client to do and execute all acts, things and deeds for perfecting or protecting the security created herein or any part thereof or for facilitating the realisation thereof and the exercise of all powers, authorities and discretion vested in the Company including without prejudice to the generality thereof, the power to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument, form, authorisation or other document or any other act which it may reasonably deem necessary for the purpose of exercising any such powers, authorities or discretion.

12.2 The Client hereby declares that all deeds, assurances, agreements, instruments, forms, authorisations, documents, acts, matters and things executed or done on behalf of the Client by the Company or any servant, agent or any person nominated by the Company as aforesaid by virtue of the provisions of this Memorandum shall be as good, valid and effectual to all intents and purposes whatsoever as if the same had been duly and properly executed by the Client and the Client hereby undertakes to ratify and confirm all such deeds, assurances, agreements, instruments, forms, authorisations, documents, acts, matters and things executed or done by virtue of the authorities and the powers hereby conferred.

12.3 The Client hereby further declares that the powers and authorities hereby conferred are given for valuable consideration and shall be and remain irrevocable until full payment and discharge of all monies and liabilities secured or intended to be secured by the security created herein.

12.4 The powers conferred by this Memorandum in relation to the Charged Securities or any part thereof on the Company shall be in addition to and not in substitution for the powers conferred on mortgagees under law, which shall apply to the security created by this Memorandum except insofar as they are expressly or impliedly excluded. Where there is any ambiguity or conflict between the powers conferred by law and those conferred by this Memorandum as aforesaid, then the terms of this Memorandum shall prevail.



13. POWER OF CONSOLIDATION AND SALE

Section 21 (restricting the Company's rights of consolidation) and Section 25 (restricting the Company's right of sale) of the Conveyancing and Law of Property Act of Singapore (Cap. 61) shall not apply to the security under this Memorandum.

14. DISCLOSURE OF INFORMATION

The Client acknowledges and agrees that the Company shall be at liberty from time to time to disclose to any person information concerning the Client in such manner and to such extent as the Company may from time to time think fit for the purpose of exercising the rights, powers, remedies, authorities or discretion vested in the Company under or pursuant to the Margin Facility Agreement and/or this Memorandum.

15. ASSIGNMENT

15.1 This Memorandum shall be binding upon and inure to the benefit of the Client and the Company and the successors in title and assigns of the Company. All undertakings, agreements, representations and warranties given, made or entered into by the Client under this Memorandum shall survive the making of any assignments hereunder.

15.2 The Client shall have no right to assign or transfer any of his rights hereunder and he shall remain fully liable for all of his undertakings, agreements, duties, liabilities and obligations hereunder, and for the due and punctual observance and performance thereof.

15.3 The Company may assign all or part of its rights or transfer all or part of its obligations under this Memorandum without the consent of the Client. Any such assignee or transferee shall be treated as a party to this Memorandum for all purposes of this Memorandum and shall be entitled to the full benefit of this Memorandum to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.

15.4 The Company may disclose to a potential transferee or assignee or any other person proposing to enter into contractual arrangements with the Company in relation to this Memorandum such information about the Client as the Company may think fit for the purposes of such contractual arrangements.

16. NOTICES

16.1 Any notice or demand to be given in writing hereunder may be made, given or served by or on behalf of the Company by any officer for the time being of the Company or by any person or firm for the time being acting as solicitor or solicitors for the Company in each case by letter addressed to the Client and delivered by hand or sent by normal post to the Client's address set out herein or such other address as may be furnished in writing by the Client or by telex or facsimile or other electronic means to the Client at the telex or facsimile numbers or electronic addresses as may be furnished by the Client in writing, and any and every demand or notice so made, given or served shall be deemed to have been duly made, given or served on the day it was so delivered or in the case of a demand or notice sent by post shall be deemed to have been duly made, given or served when the letter would in the ordinary course be delivered notwithstanding the

fact that the letter may be returned through the post office undelivered or in the case of telex or facsimile or other electronic means, immediately after transmission thereof.

16.2 Notices, certificates and other correspondence in connection herewith required to be sent or given to the Company shall be addressed by the Client and shall be sent to the Company's address specified herein (or to such other address as may from time to time be given by the Company to the Client for the purpose). Any such notice shall be deemed to have been given, sent, served or received at the time of acknowledgement of receipt thereof by a duly authorised officer of the Company.

16.3 All notices given by the Client in terms of this Memorandum shall be in writing unless otherwise specified in this Memorandum.

16.4 All notices and demands given by the Company in terms of this Memorandum may be given either orally or in writing unless otherwise specified in this Memorandum.

17. AVOIDANCE OF PAYMENTS

No assurance, security, guarantee or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up and no release, settlement, discharge or arrangement given or made by the Company on the faith of any such assurance, security, guarantee or payment shall prejudice or affect the right of the Company to enforce this Memorandum. Any such release, settlement, discharge or arrangement shall be deemed to be made subject to the condition that it will be void if any payment or security which the Company may previously have received or may thereafter receive from any person in respect of all or any monies and liabilities owing to the Company under the Margin Facility Agreement and this Memorandum is deemed under any applicable law or powers to have been for any reason invalid.

18. WAIVERS

No failure on the part of the Company to exercise, and no delay in exercising, any right under this Memorandum shall operate as a waiver thereof, nor will any single or partial exercise of any right under this Memorandum preclude any other or further exercise thereof or of any other right. The rights and remedies in this Memorandum provided are cumulative and not exclusive of any rights or remedies provided by law. Any waiver or consent given by the Company under this Memorandum shall be in writing and may be given subject to such conditions as the Company may impose. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

19. COSTS, EXPENSES AND TAXES

19.1 The Client shall pay:-

19.1.1 the costs, expenses, charges, legal or otherwise, including stamp duty connected with or arising from the security created herein; and

19.1.2 all legal fees as between solicitor and client (on an indemnity basis) or otherwise, stamp duty, registration fees and other professional costs and disbursements incurred by the Company in order to preserve and/or enforce any of the rights of the Company under

this Memorandum and to give effect to the provisions of this Memorandum and all other instruments relating thereto.

- 19.2 All sums payable by the Client under this Memorandum shall be paid (a) free of any restriction or condition, (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax and (c) without deduction or withholding (except to the extent required by law) on any other account, whether by way of set-off, counterclaim or otherwise and insofar as any deduction or withholding is required by law, the sum payable by the Client shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Company receives on the due date and retain (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what the Company would have received and so retained had no such deduction, withholding or payment been required or made.

20. SEVERABILITY

If any one or more of the provisions contained in this Memorandum shall be or be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired but this Memorandum shall be construed as if such invalid, unlawful or unenforceable provision had never been contained herein.

21. GOVERNING LAW

The terms and conditions of this Memorandum shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

THE SCHEDULE

Clause 5.1.2:

Interest rate on payment \_\_\_\_\_ per cent  
made by the Company in respect (\_\_\_\_\_) (%) per annum  
of the Mortgaged Securities:

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

EXECUTION BY THE CLIENT

1. (For use in the case of an individual Client / Joint Account Client)

SIGNED BY :

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

NRIC/Passport No: \_\_\_\_\_ )

Address: \_\_\_\_\_ )

\_\_\_\_\_ )

Facsimile No: \_\_\_\_\_ )

Telex No: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

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

NRIC/Passport No: \_\_\_\_\_ )

Address: \_\_\_\_\_ )

\_\_\_\_\_ )

Facsimile No: \_\_\_\_\_ )

Telex No: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

in the presence of:

Name of Witness: \_\_\_\_\_ )

Occupation: \_\_\_\_\_ )

NRIC/Passport No: \_\_\_\_\_ )

Address: \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_  
Witness' Signature

2. (For use in the case of a corporate Client)

SIGNED BY :

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

Designation: \_\_\_\_\_ )

For and on behalf of \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_  
Signature

In the presence of :

Name of Witness: \_\_\_\_\_ )

Occupation: \_\_\_\_\_ )

NRIC/Passport No: \_\_\_\_\_ )

Address: \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_  
Witness' Signature

EXECUTION BY THE COMPANY

Name of signatory: \_\_\_\_\_ )

Designation: \_\_\_\_\_ )

For and of behalf of \_\_\_\_\_ )

KGI SECURITIES (SINGAPORE) PTE. LTD. \_\_\_\_\_ )

\_\_\_\_\_  
Signature

In the presence of :

Name of Witness: \_\_\_\_\_ )

Occupation: \_\_\_\_\_ )

NRIC/Passport No: \_\_\_\_\_ )

Address: \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_  
Witness' Signature