

THIRD-PARTY TRADING AUTHORISATION FORM
SECTION A. PERSONAL PARTICULARS

Commencement Date for this Authorisation:		Action Required:	☐ Add ☐ Replace ☐ Remove (Complete Section A)
Name of Account Holder(s): (hereinafter referred to as "Principal")			
Identification Number of Account Holder(s): (NRIC No. / Passport No. / Registration No.)			
Account No(s) Maintained with KGISS to be Authorised for Third-Party Trading: (hereinafter referred to as "Account(s)")			

SECTION B. AUTHORISATION PARTICULARS

The Principal hereby agrees to empower the Authorised Third-Party to give instruction on any and all matters relating to trading with respect to the Account(s) subject to the terms and conditions below.

Type of Authorised Third-Party:	☐ Individual - Please provide a copy of the Authorised Third-Party's NRIC / Passport.		
	☐ Corporate (KGISS EAM) - Please provide the details of the Authorised Traders under <u>Section C</u> and a copy of each Authorised Trader's NRIC / Passport.		
	☐ Corporate (Others) - Please provide Business Profile dated within 3 months, details of the Authorised Traders under <u>Section C</u> , a copy of each Authorised Trader's NRIC / Passport and any other supporting documents (where required). Reason for appointment: _____		
Name of Authorised Third-Party: (hereinafter referred to as "Authorised Third-Party")			
Identification Number of Authorised Third-Party: (NRIC No. / Passport No. / Registration No.)		Nationality / Country of Incorporation:	
Telephone No:		Occupation / Nature of Business:	
Email Address:		Relationship with the Principal:	
Residential / Registered Address:			
Mailing Address: (if difference from the above)			
Name & Address of Employer: (for individual Authorised Third-Party only)			

SECTION C. AUTHORISED PERSON(S) APPOINTED BY AN AUTHORISED THIRD-PARTY *(Applicable only where the Authorised Third-Party is a Corporate Entity)*

Each of the following persons be and is hereby empowered to give instruction on any and all matters relating to trading in connection with the Account(s) of the Account Holder on behalf of the Authorised Third-Party. **Please provide identification copy(ies) of newly added authorised persons for verification purposes.*

	Authorised Traders – Full Name (As per NRIC / Passport)	NRIC / Passport No.	Tel. No.	E-mail Address	Signature
i.					
ii.					
iii.					
iv.					
v.					

That each of the following persons be and is hereby authorised to receive all statements (in physical or electronic form) and/or notes in connection with the Account(s).

	Full Name (As per NRIC / Passport)	Designation	Tel. No.	E-mail Address
i.				
ii.				
iii.				
iv.				
v.				

Does the Authorised Third-Party/Authorised Trader(s) own a Personal and/or Related Trading Account(s)* with KGISS? ☐ No ☐ Yes, please provide details as below and acknowledge the following terms and conditions.

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

S/N	Name of Authorised Third-Party / Authorised Trader's Personal / Related Trading Accounts	Account Number(s)	Relationship
1.			
2.			
3.			
4.			
5.			

The Authorised Third-Party hereby acknowledges and agrees that:

- The Authorised Third-Party shall have no beneficial interest in the transactions or any assets under the Account.
- The Authorised Third-Party shall not cross any trades between the Authorised Third-Party's Personal/Related Trading Accounts and the Account and any other client accounts with KGISS that is/are controlled and operated by the Authorised Third-Party (collectively, "**Accounts**");
- The Authorised Third-Party shall comply with all applicable laws and regulations, rules, customs, practices, and KGI's policies, measures, standards, requirements, terms and conditions with respect to the Accounts, as may be amended and in forced from time to time.
- Where the Authorised Third-Party places orders to KGISS's execution desk, the Authorised Third-Party shall clearly state the name and number of the account that the orders are to be executed for before any orders can be executed;
- If the Authorised Third-Party breaches any of the above, KGISS reserves the right to take actions which include –
 - stopping any further trading by the Authorised Third-Party in the Authorised Third-Party's Personal/Related Trading Accounts and the Accounts;
 - retaining and forfeiting any profits as a result of crossing of trades carried out by the Authorised Third-Party which squared off the open positions in the Authorised Third-Party's Personal/Related Trading Accounts;
 - closing the Authorised Third-Party's Personal/Related Trading Accounts;
 - suspending the Third-Party Trading Authorisation arrangement with the Accounts;
 - revealing information about any orders or trades carried out by the Authorised Third-Party which is against the above to the holders of the Accounts; and
 - taking any other actions that KGISS considers necessary or appropriate.
- The Authorised Third-Party hereby agrees to indemnify KGISS and all its officers, directors, employees, agents and/or representatives from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which KGISS may pay, sustain, suffer or incur by reason of or in connection with the Authorised Third-Party's breach of the above and any actions taken by KGISS due to such breach, including without limiting the generality of the foregoing, all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

Acceptance of Appointment by the Authorised Third-Party:

Name & Signature

Terms and Conditions:

- The Principal agrees to empower the Authorised Third-Party to give instruction on any and all matters relating to trading (collectively, "**Trades**") for, incidental to and/or in connection with the Account(s) maintained with KGI Securities (Singapore) Pte. Ltd. ("**KGISS**") as if the same were performed or to be performed by the Principal itself with full legally binding effect toward the Principal and for the Principal's exclusive account and risk.
- The Principal acknowledges, understands, agrees and covenants with KGISS that –
 - The Account(s) opened shall be operated and controlled solely by the Principal, and that all transactions and orders placed in the Account are for the benefit of the Principal and not for the benefit of or on behalf of any other person not by or on behalf of any third party.
 - any and all Trades taken or to be taken by the Authorised Third-Party under this Third-Party Trading Authorisation in connection with the Account(s) shall be subject to and governed by the Account(s) Opening Application, relevant terms and conditions and such other documents and agreements as entered into, amended, or to be entered into or amended between KGISS and the Principal from time to time (collectively, "**Documentations**").

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

Signed by/for and on behalf of The Principal:

Name of Signatory: _____

Date: _____

FOR OFFICIAL USE		
Signature of Account Holder Witnessed By:	Signature of Authorised Third-Party Witnessed By:	Approved By:
_____ Name: _____ Date: _____	_____ Name: _____ Date: _____	_____ Name: _____ Date: _____