

## **Kim Eng Client Referral Programme Terms & Conditions (“Terms and Conditions”)**

1. These Terms and Conditions of Kim Eng Securities Pte. Ltd. (“KES”) shall govern the relationship between KES and its clients (Referrers and Referees) in respect of this Kim Eng Client Referral Programme (“Programme”).
2. Unless specified herein, nothing herein shall be varied or modified in any way by other terms and conditions in other KES documentation or materials. These Terms and Conditions may be varied by KES from time to time at its sole and absolute discretion.
3. The Referrer, who refers a new client to KES under this Programme, must be an existing client of KES with a valid KES account, tagged under a participating KES Trading Representative.
4. The new client (“Referee”) referred by the Referrer to KES under this Programme must not have had an existing account of any type with KES for the previous twelve months.
5. Only individual and joint accounts of individual clients are eligible to participate in this Programme. Corporate accounts are not eligible to participate in this referral Programme.
6. The Referrer and Referee will be eligible for Rebates upon the Referee’s successful account opening with KES and the linking of this account to his Central Depository Pte Ltd (“CDP”) account. For the avoidance of doubt, the submission of application forms for the opening of KES accounts do not imply acceptance or approval for the opening of an account or accounts with KES.
7. Upon the conditions in (6) above being satisfied, the Referrer and the Referee will be each entitled to receive a rebate (the “Rebate”) equal to 20% of the gross commission amount paid by the Referee to KES.
8. By acceptance, admission and participation in this Programme, or through any other conduct construed as active participation in the Programme, the Referrer and the Referee shall be deemed to have read, understood, and accepted these Terms and Conditions.
9. Any client who maintains a KES account which is in good standing (as determined by KES in its sole and absolute discretion at the relevant time) may apply to KES to participate in the Programme on the terms and conditions set forth herein.
10. The Referee, upon applying to KES to open an account under this Programme, has to indicate “Kim Eng Client Referral Programme” and the Referrer’s KES trading account number on his/her KES account opening application form. Such indication must be given on the date of his/her submitting the said application form to KES for processing, failing which the Referrer and Referee shall not be entitled to any Rebates. Missing or incomplete application forms to open a KES trading account under this Programme are invalid and will not be accepted by KES.
11. The Referrer and Referee (each, a “Programme Client”) shall be deemed to be disqualified forthwith from participating or continuing in the Programme and all Rebates, if any, then accrued shall automatically be cancelled and rendered null and void if :
  - (a) the account or relationship of the Programme Client with KES is terminated, suspended or becomes delinquent at any time for any reason, whether by act or omission of the Programme Client, KES or Singapore Exchange Securities Trading Ltd.;

- (b) the Programme Client becomes a bankrupt;
  - (c) KES deems the Programme Client to have abused the Programme in any manner whatsoever; or
  - (d) The Programme Client has committed fraud or otherwise made false misrepresentations in relation to the Programme.
12. The Rebates hereunder are only applicable and payable to a Programme Client when they derive or arise from events or transactions occurring within the Programme's Promotional Period, the extent of such Period being designated by KES from time to time (the current valid and extant Promotional Period for the Programme at the date of publication of these Terms and Conditions being 5 May 2010 to 4 August 2010). KES may at its sole and absolute discretion terminate any Promotional Period earlier than its designated termination date, as it sees fit.
  13. Rebates earned in any one month will be paid into the respective KES trading accounts of the Programme Clients by the 7th working day of the next, following month.
  14. Rebates hereunder are not applicable to or referenced to any trades executed via CPF or SRS accounts, or Buy-Ins.
  15. KES shall not be liable for any delay, failure or inaccuracy on its part in awarding or notifying the Programme Clients of any Rebates accrued or arising hereunder.
  16. If different Referrers under this Programme refer the same Referee to KES, only the first Referrer is eligible for a Rebate or Rebates under this Programme. In the event of any dispute, KES shall have sole and absolute discretion in deciding who the first Referrer is, and thence entitled to the Rebate or Rebates at issue.
  17. KES may at its sole and absolute discretion, without prior notice to the Programme Clients, cancel, suspend or terminate the Programme, either in its entirety or with respect to specific Programme Client or Clients only, in which case all Rebates or the Rebates of such Programme Client or Clients only shall be automatically cancelled and rendered null and void.
  18. Each Programme Client hereunder agrees and shall pay and keep KES fully indemnified against all and any losses, expenses, costs and damages suffered or incurred by KES arising from any Programme Client's breach of these Terms and Conditions.
  19. KES may at any time vary, modify or amend these Terms and Conditions as it may, in its absolute discretion, deem fit, and the Programme Clients shall be bound by such variations and amendments provided such amendments or a set of the revised terms are exhibited on the KE Trade website ([www.ketrade.com.sg](http://www.ketrade.com.sg)), KE CFD website ([www.ke CFD.com](http://www.ke CFD.com)) and/or publicised by KES through any media. Upon such exhibition or publication, the Programme Clients shall be deemed to have had notice of such amended Terms and Conditions. If any Programme Client continues to receive Rebates after such notification, such Programme Client shall be deemed to have agreed to the addition and/or variation of the Terms and Conditions without reservation.
  20. If any Programme Client does not accept any addition and/or variation to these Terms and Conditions, the Programme Client shall discontinue his participation in the Programme by giving KES immediate written notice thereof.

21. One of the conditions for a Programme Client to be entitled to the benefit of the Rebates hereunder is that both the Referrer's and Referee's KES Trade and/or KES CFD online trading accounts must be tagged under the same participating KES Trading Representative throughout the whole of the applicable Promotion Period. Please refer to Appendix A of these Terms and Conditions for the list of participating Trading Representatives' codes.
22. For KE Trade, only online trades executed via [www.ketrade.com.sg](http://www.ketrade.com.sg) on the SGX-ST, Bursa Malaysia, HKEx, NYSE and NASDAQ are eligible for consideration in calculating the amount of the Rebates. For KE CFD, cash rebates are applicable whether it's for offline or online trades. For margin accounts, cash rebates are applicable only for online trades.
23. The promotion under this Programme is not valid or available to be used in conjunction with other promotions or programmes.
24. The Programme is a special promotion by KES for a limited period only, and each and every participant in the Programme confirms, undertakes and warrants to KES that he /she is not carrying and shall not carry on any business of dealing in securities or any similar business ("Business"), including the business of inducing or introducing persons to purchase, acquire or deal in securities, in or out of the Programme, unless the participant confirms, undertakes and warrants to KES that he/she holds or will hold a valid CMS or other appropriate license or certification, as required by law.
25. Without prejudice to these Terms & Conditions, all participants of the Programme expressly and irrevocably permit and authorize KES to disclose their personal information for the limited purpose of conducting and marketing the Programme.
26. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Programme, these Terms and Conditions shall prevail and the decision of KES in the event of any dispute over these Terms and Conditions shall be final, absolute and binding.
27. KES' records and accounts of all matters relating to the Programme are conclusive and binding on the Promotion Clients and KES is entitled, for any reason and at any time, without liability or prior notice, to suspend the calculation or accrual of Rebates, to rectify any errors in the calculation, or otherwise adjust such calculation. KES' decision on all matters relating to the Programme is final and binding on all Programme Clients.
28. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore and all participants in the Programme hereby irrevocably submit themselves to the jurisdiction of the courts of the Republic of Singapore in the event of any dispute over such Terms and Conditions.