

MEMBERSHIP AGREEMENT

This Membership Agreement ("**Agreement**") is entered into on the(date)
between

- i. **Cleartrade Exchange Pte Ltd ("Cleartrade")**, a limited company incorporated under the laws of Singapore (Reg. No: 201003676N); and

- ii. ("**Company**"),

established under the laws ofwith registered address

.....

and Reg. No:.....in the (*name of company register*).....

(Together and hereunder known as the "**Parties**").

Type of Membership hereby applied for:

(Please tick at least ONE option)

- Clearing Member
- Authorized Member
- Broking Member

- i. Subject to the terms and conditions of this Agreement and the Cleartrade Exchange Rule book (the "Rule book"), as attached, the Member may act as clearer, trader or broker in Listed Products and Non-Listed Products at Cleartrade as indicated above.

- ii. By signing this Agreement the Member:
 - a. Acknowledges and agrees to the terms of the Rule book;
 - b. Acknowledges and agrees to the fees structure of the Fees Schedule; and
 - c. Agrees to be bound by and observe such terms as amended from time to time.

- iii. The Member represents and shall represent on a continuing basis for the duration of this agreement:
 - a. that it fulfills the Membership Requirements as set out in Rule 2 of the Rule book;
 - b. that all information that it has provided or will provide to Cleartrade with respect to its financial position and qualification to be a Member is true, accurate and correct as at the date of this Agreement or, if later, as at the date of its provision;
 - c. that this Agreement and the Rule book constitute its legal, valid and binding obligations of the Member, enforceable against it in accordance with their respective terms;
 - d. that it has all necessary power and authority to execute this Agreement and perform and comply with its obligations hereunder and that the individual signing this Agreement is duly authorized to do so;
 - e. that the execution and performance of this Agreement does not violate any law, rule, or regulation, or any agreement, document or other instrument binding on or applicable to it; and
 - f. it has any and all licenses, consents, registrations, authorizations or other similar approvals which are required under applicable laws or regulations in order to enable it to participate as a Member in accordance with the Rules of the Rule book (the "Rules"), execute Contracts in Non- Listed Products through Cleartrade and perform its obligations to its counterparties pursuant to such Contracts.

- iv. Subject to the Rules, this Agreement may be terminated by either of the Parties upon one month's written notice.

- v. The provisions of the Rules shall apply to this Agreement as if incorporated in this Agreement.

- vi. Defined terms in this Agreement shall bear the meaning ascribed to them in the Rules.
- vii. Save as provided by the Rules, a person who is not a Party may not enforce any of its terms under the Contracts and Cleartrade shall be under no obligation to enforce the Rules against any such person.

- viii. This Agreement may be executed in two counterparts. Such execution shall have the same effect as if the signatures of the counterparts were on a single copy of this Agreement.

- ix. If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any aspect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

- x. The Trading Member may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Cleartrade.

Indemnification

The Member understands the meaning and legal consequences of the representations, agreements, covenants and confirmations set out in this Agreement and agrees that the application made hereby may be accepted in reliance thereon. The Member hereby agrees to indemnify and hold harmless Cleartrade (including for this purpose the Cleartrade's directors, officers, employees, affiliates, agents, and each person who controls Cleartrade) from and against any and all loss, damage, liability and expense, including reasonable costs and attorneys' fees and disbursements, which Cleartrade or such persons may incur by reason of, or in connection with, (i) any representation or warranty made in this application not having been true when made, any misrepresentation made by the Member or any failure by the Member to fulfil any of the covenants or agreements set forth in this application or in any other document provided by the Member to Cleartrade; (ii) any action for securities law violations instituted by the Member which is finally resolved by judgment against the Member.

Rights of Third Party

Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contract (Rights of Third Parties) Act (Chapter 53B) of Singapore and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

Additional Representations Required of U.S. Members

The Member represents and shall represent on a continuing basis for the duration of this agreement that (a) to the extent that the Member enters into transactions through Cleartrade for its own account, it is an "eligible commercial entity" as defined in the U.S. Commodity Exchange Act and will enter into such transactions on a principal-to-principal basis or (b) to the extent that the Member enters into transactions as agent on behalf of a third party principal, it has taken commercially reasonable steps to ensure that such third-party principal is entering into such transactions on a principal-to-principal basis and is an "eligible commercial entity" as defined in the U.S. Commodity Exchange Act.

Additional Requirements

The following Member shall complete the relevant annex, as attached, as part of completing this membership agreement.

(Please tick at least ONE option)

- Clearing Member
- Authorized Member
- Broking Member

Additional Requirements for Broking Member

- 1) Can you kindly confirm if you hold a capital markets license in Singapore? Yes No
- 2) Can you kindly confirm if you transact investment business in Singapore? Yes No
- 3) Do you have a business presence in Singapore? Yes No

Cleartrade Exchange Member Listing

All members of CLTX shall agree to the listing of their respective company names, email addresses and contact number on our CLTX website. This is in line with the industry practice of regulated markets and allow easier identification of our members.

Singapore..... (Date)

.....(Date)

.....

.....

Signature

Signature

Cleartrade Exchange Pte. Ltd

..... (Company)

.....

.....

Please print name

Please print name

AUTHORISED BROKER MEMBER ACCOUNT ADMINISTRATION FORM
Company Name: _____

Please fill in the following details:
(A) Client's Static Information

You may attach an Excel Spreadsheet with your client's static information or fill in the following details. These are the required fields so that static can be input in our system for you to execute the trades.

Company Name (Trading Style)	Products Traded	Trader Name	Clearing House <i>*Delete Accordingly</i>	Clearing Member	Clearing Code	Clearing Member's Contact Person	Contact Number	Email Address

(B) Name and Email Addresses of Trade Invoice Recipients

No.	Name	Email

AUTHORISED BROKER MEMBER ACCOUNT ADMINISTRATION FORM
(C) CLTX Portal

CLTX Portal is CLTX’s web based application which amalgamates all of CLTX exchange services into a single, easy to access platform. Through CLTX Portal, you will be able to access the Block Trader, have a view of your own historical trade data, retrieve trade recaps, and other market information.

- Please check this if you would like all Responsible Individuals to receive access to CLTX Portal
- Please check this if you would like all Authorized Representatives to receive access to CLTX Portal

If you wish for additional users (E.g. Compliance, Back Office, etc.) to receive CLTX Portal access, please kindly fill in their details in the table below:

No.	Name	Email	<i>For Cleartrade Use Only</i>
			Recap Manager User Name

If you still wish to receive Trade Recaps via email, kindly fill in the recipients’ details below:

No.	Name	Email

AUTHORISED MEMBER ACCOUNT ADMINISTRATION FORM

Company Name: _____

Please fill in the following details:
(A) Clearing Account Details

No.	Clearing House *Delete Accordingly		Clearing Member/clearing code	Contract(s)	For purpose of sending trade recaps to GCM:		
					Contact person	Contact no.	Email
		*Swap/Future					
		*Swap/Future					
		*Swap/Future					
		*Swap/Future					
		*Swap/Future					

(B) Name and Email Address(es) of Invoice Recipients

No.	Name	Email

AUTHORISED MEMBER ACCOUNT ADMINISTRATION FORM
(C) CLTX Portal

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			Recap Manager User Name

If you still wish to receive Trade Recaps via email, kindly fill in the recipient/s’ details below:

No.	Name	Email

LIST OF RESPONSIBLE INDIVIDUAL / COMPANY STAMP FORM

ANNEX C

(Individuals within your company who are authorized to request amendments to trading accounts on Cleartrade Exchange. A minimum of two individuals are required)

Company Name:

List of Responsible Individuals:

Please fill in the details below and provide a sample signature for our retention. Please note that a minimum of two individuals are required.							<i>For Cleartrade Use Only</i>
Name	Date of Birth	Nationality	Position (Designation)	Telephone / Fax	E-mail	Signature of responsible individual	

Company Stamp:

(Company stamp)

Date

LIST OF AUTHORISED REPRESENTATIVES FORM

ANNEX C

(Individuals who will initially require access to Cleartrade Exchange. The same form will also be used to authorize additional users as required.)

Company Name:

List of Authorised Representatives:

Please fill in the details below:								<i>For Cleartrade Use Only</i>
Name	Date of Birth	Nationality	Position	Products Traded	Access (user or read-only)	Telephone / Fax	E-mail	Cleartrade Username

Authorisation:

The attached information sets out details of authorised representatives and associated information related to
 (Company Name)

and I hereby declare that the information contained in this document is correct as at
 (Date)

 Name, Designation & Signature (Along with company stamp)

 Date

LIST OF EXECUTIVE MANAGEMENT TEAM FORM

ANNEX C

(Individuals within your company who have executive authority)

Company Name:

List of Executive Members:

Please fill in the details below, listed positions are required:					
Name	Date of Birth	Nationality	Position	Email	Telephone / Fax
			Head of Legal/Compliance		
			Head of Market Data		
			Head of Market Risk		
			Head of Operations		
			Head Trader		