Soup Restaurant Group Limited

Shareholder Privilege Card Scheme S Card Application Form

Shareholder.	/ Ap	plicant's	Details ((in English)

NRIC / Passport Number

Nationality : Singaporean / Others				
Name (as per NRIC / Passport) Title : Dr / Mr / Mrs / Ms / Mdm (pls underline surname)				
Date of Birth				
Email				
Gender : Male / Female				
Home Telephone No.				
Mobile Telephone No.				
Address				
Blk Level / Unit -				
Street / Building				
Postal Code S				
CDP No.				
Date of card application				
No. of Soup Restaurant shares held as of date of application (min. 2,000 shares required)				
For Corporate Shareholder Only				
Company name (The address stated above shall be the company's registered address)				

Supporting Documents Required (mandatory)

Copyright © 2009 Soup Restaurant Group Limited. All Rights Reserved.

In order for us to process your application, please submit proof of holding shares of Soup Restaurant Group Limited (ie. CDP Account Statement / Advice Notes, Contract Notes). For corporate shareholder, please submit letter of authorisation for the above applicant.

Please mail the completed application form with required documents to: 171 Kampong Ampat. #03-11 KA FoodLink. Singapore 368330

For enquiries, please email: members@souprestaurant.com.sg or call Tel: 6282 9509

TERMS AND CONDITIONS:

The following terms and conditions (the "Terms and Conditions") apply to the eligibility for, and use of, the Soup Restaurant Group Limited (the "Soup Restaurant") Shareholder Privilege Card (the "S Card") under the Soup Restaurant Group Limited Shareholder Privilege Card Scheme (the "Scheme").

Privileges and Restrictions

- 1) The S Card entitles the named holder (the "Cardholder") to a discount of 15% on the sub-total bill, less goods and services tax ("GST") and service charge, rendered while dining at any participating Soup Restaurant outlet in Singapore, as set out in the attached schedule (the "Participating Outlet" or collectively, the "Participating Outlets"). For the avoidance of doubt, the privileges attaching to the S Card are as expressly set out in these Terms and Conditions and no other privileges or rights are implied.
- 2) Unless otherwise indicated, the S Card:
- (i) may not be used in conjunction with any other offer or promotion or as an additional discount over and above a special discount or set menu on special event's day determined by Soup Restaurant or an existing corporate or preferential rate offered by the Participating Outlet;
- (ii) is only valid for goods and services purchased directly from the Participating Outlet and not through a third party (e.g. a booking agent);
- (iii) cannot be used to generate benefits redeemable for cash or for credits towards other goods or services;
- (iv) can be cancelled without prior notice, in the event a Cardholder ceases to be eligible to participate in the Scheme or if there is any evidence of misuse or abuse of the Scheme by such Cardholder; and
- (v) is to be used only for a single transaction per visit in the Participating Outlet.
- 3) To qualify for the discount privilege under the Scheme, the Cardholder must present the S Card to the Participating Outlet upon arrival. The Participating Outlets shall impose a "No Card No Discount" policy. The Participating Outlet reserves the right to verify the identity of the Cardholder.
- 4) The S Card is for the use of the Cardholder only and is not transferable.

Qualification and Application

- 5) The Scheme is only available to registered shareholders of Soup Restaurant who hold a minimum of 2,000 shares in Soup Restaurant (the "Shares") and whose registered address with the Central Depository (Pte) Ltd (the "CDP) is in Singapore (the "Qualified Shareholders"). The Scheme is not available to shareholders of the Company whose shares are held by or in the name of nominees. Each Qualified Shareholder is only entitled to apply for one S Card. Multiple applications from any Qualified Shareholder shall be rejected and may render the Qualified Shareholder subject to disqualification under the Scheme. Qualified Shareholders must maintain the minimum required shareholding level to continue to be eligible to participate in the Scheme. Should a Qualified Shareholder sell or transfer his shares such that his total shareholding falls below the minimum required shareholding level, the S Card will be cancelled. If such Qualified Shareholder subsequently acquires shares such that his total shareholding again meets or exceeds the minimum required shareholding level, the Qualified Shareholder shall be required to submit a fresh application for a S Card.
- 6) Where the Qualified Shareholder is a corporation, partnership or other organisation, the Qualified Shareholder shall designate and be represented by one [director, partner or another senior officer from such organisation] and the S Card will be issued in such person's name. Any change in the designated person must be immediately notified to Soup Restaurant. In the event of such change, the previous S Card shall be cancelled and an application for a new S card to be issued in the name of the new designated person must be submitted by the Qualified Shareholder. A replacement fee of \$15 will be charged.
- 7) In the event that the Shares are owned jointly, only one of the joint owners may apply for the Scheme.
- 8) Executors of estates, Administrators or agents acting on behalf of a Qualified Shareholder may not apply for the Scheme.
- 9) Interested shareholders of the Company must complete this Soup Restaurant Group Limited Shareholder Privilege Card Scheme, S Card Application Form (the "Application Form") and read and understand these Terms and Conditions. Copies of the Application Form and these Terms and Conditions may be obtained from Soup Restaurant, all Participating Outlets and on the corporate website of Soup Restaurant. The Application Form must be submitted in accordance with the instructions contained therein. Processing of applications may take between 4 to 6 weeks.
- 10) The information provided in the Application Form will be held in the database of Soup Restaurant and will be used primarily for the purpose of administrating the Scheme. Soup Restaurant may use the information provided to contact the Cardholder and/or the Qualified Shareholder (in cases where the Qualified Shareholder is a corporation, partnership or other organisation) by post, email and/or SMS, regarding new products, services and events. By submitting the Application Form, the shareholder/applicant expressly agrees to opt in to receive such materials from Soup Restaurant.

11) Any change in the details of the Cardholder must be communicated by the Cardholder and/or the Qualified Shareholder (in cases where the Qualified Shareholder is a corporation, partnership, other organisation) to Soup Restaurant Group Limited at 171 Kampong Ampat #03-11 KA FoodLink Singapore 368330.

Rights of Soup Restaurant

- 12) Soup Restaurant reserves the right, without prior notice, to: (i) amend the Terms and Conditions; (ii) withdraw or suspend the Scheme; (iii) withdraw, suspend or vary the level of the discount under the Scheme; (v) vary the Participating Outlets included in the Scheme; (vi) change the qualifying level of shareholding at any time; and/or (vii) refuse an application in its sole and absolute discretion and without assigning any reason.
- 13) Lost or stolen S Card should be immediately communicated to Soup Restaurant at the address indicated above. In such case, the Card will be cancelled within 48 hours. Upon verification, Soup Restaurant shall replace the lost or stolen S Card subject to payment by the Cardholder of a \$15 replacement fee. It shall be the duty of the Cardholder to immediately notify Soup Restaurant of such loss or theft, A Cardholder who fails to comply with this clause shall be liable to indemnify Soup Restaurant for any loss incurred.
- 14) The management of Soup Restaurant shall not be liable for any direct, indirect or consequential losses resulting from the use of the Card. The benefits under the Scheme are provided on an "as is" and "as available" basis.
- 15) All intellectual property, including trademarks and copyright used and developed in connection with the Scheme and/or the Card shall be the sole property of Soup Restaurant.
- 16) In case of dispute, the decision of the management of Soup Restaurant and/or the Participating Outlet involved shall be final.
- 17) By applying for and being granted the S Card, the Cardholder and/or Qualified Shareholder (in cases where the Qualified Shareholder is a corporation, partnership or organisation) hereby accepts the Terms and Conditions as may be amended from time to time, and agrees to be bound by them.

Governing Law

18) The Terms and Conditions shall be governed by the laws of the Republic of Singapore and the Cardholder and/or Qualified Shareholder (in cases where the Qualified Shareholder is a corporation, partnership, other organisation) hereby submits to the exclusive jurisdiction of the courts of Singapore.

The Schedule (Participating Outlets of Soup Restaurant) :

#B2-01	AMK Hub	Tel: 6555 7787
#03-01	Causeway Point	Tel: 6894 2322
#B2-110	Centrepoint	Tel: 6733 6008
#B1-01	Century Square	Tel: 6781 8885
#036-086	Changi Airport T2	Tel: 6545 6866
#03-16	Compass Point	Tel: 6881 0886
#02-21	Hougang Mall	Tel: 6386 6188
#02-33	Jurong Point	Tel: 6790 7797
#B1-44	Paragon	Tel: 6333 6228
#02-01	Scottswalk	Tel: 6333 8033
39	Seah Street	Tel: 6333 9388
#B1-059	Suntec City	Tel: 6333 9886
#B1-10	United Square	Tel: 6254 0400

Declaration & Agreement

I have read and fully understood the terms and conditions of the Shareholder Privilege Card Scheme. I agree with the terms and conditions and agree to abide by and be bound by the matters stated therein.

Applicant's Signature	For Office Use, Staff ID	
Date	Date Received	

11/05/200