

Terms and Conditions governing the S\$188 Trade Commission Rebate Promotion

- 1) Employees of OCBC Securities Private Limited ("OSPL") and their immediate family members are not eligible to participate in this S\$188 Trade Commission Rebate promotion (the "Promotion").
- 2) All new applications (which must be correctly completed and submitted together with accurate required supporting documents) must bear the reference code "**RAF09**" and the **OSPL trading account number of the referrer**. All new applications must be received and opened with their CDP accounts successfully linked by OSPL between 1 March 2009 and 30 November 2009 (both dates inclusive) or such other period as may be determined by OSPL at its absolute discretion (the "Promotion Period") to qualify for this Promotion. Opening of Managed account, Equity Linked Notes and Equity Linked Instruments are not eligible for this promotion. OSPL is entitled to reject any application without the obligation to furnish any reasons for such rejection. Submissions of application forms do not imply approval for the opening of an account with OSPL.
- 3) Only individual and joint accounts are eligible for this promotion. Opening of corporate accounts are not considered for this promotion.
- 4) Persons who are not existing customers of OSPL at the commencement of the Promotion Period and who opens a new trading account with OSPL during the Promotion Period shall be eligible to participate in this Promotion ("New Customers").
- 5) To qualify for this Promotion, New Customers must incur a minimum trade commission with OSPL of an amount exceeding S\$888 by 31 December 2009 (excluding, goods & services tax, buy-ins, CPF and SRS trades). There shall be no extension given for applications submitted in November 2009 and CDP account link to the OSPL account being established only in December 2009. OSPL is entitled to reject any trading account application without any obligation to furnish any reasons for such rejection. Submission of new trading account applications does not imply approval for the opening of a trading account with OSPL.
- 6) Upon qualification, a New Customer shall be entitled to receive an amount of S\$188 from OSPL (the "Rebate").
- 7) The Rebate shall be credited by OSPL anytime in the month of January 2010 into the OSPL trading account of the New Customer. Each New Customer will be required to indicate the account into which the S\$188 rebate is to be credited. If no account is indicated or if multiple accounts have been opened, OSPL shall be entitled to credit the Rebate into any OSPL trading account of the New Customer as OSPL deems fit. This Rebate can be utilised for future trade offset or withdrawn upon request.
- 8) Each New Customer shall be entitled to receive the Rebate on a one-time basis only under this Promotion.
- 9) New Customers will not be eligible to participate in this Promotion if their OSPL trading accounts are closed before the Rebate is paid by OSPL.
- 10) New Customers will not be eligible to participate in this Promotion if any of their OSPL trading accounts are reported for delinquency or have outstanding contra losses which are overdue for more than 21 calendar days.
- 11) In the event the amount of the trade commission incurred is more than the sales proceeds of the relevant trade, that trade shall not be included for the purposes of determining the total trade commission for this Promotion.
- 12) This promotion is not valid when used in conjunction with other promotions.

- 13) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefor, change the amount of the Rebate or terminate the Promotion or vary, supplement, amend or modify any one or more of these terms and conditions in such manner as it shall deem fit.
- 14) The decision of OSPL on all matters relating to the Promotion shall be final and no correspondence or queries will be entertained.
- 15) In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 16) These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 17) A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions. Without prejudice to the generality of the above, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these terms and conditions, notwithstanding any term herein to the contrary.
- 18) Without prejudice to these terms and conditions, all participants in the Promotion expressly and irrevocably permit and authorise OSPL to disclose, reveal and divulge information regarding their particulars to the parties involved in organising, promoting and conducting the Promotion.