

## TERMS AND CONDITIONS governing the *Preferred* Programme

1. These Terms and Conditions govern the use of the OCBC SECURITIES PRIVATE LIMITED ("OSPL", "we," "us," "our," "ours") *Preferred* Programme Privileges or *Preferred* Membership Card by *Preferred* clients ("you," "your," "yours", "clients") of the *Preferred* Programme 2010/2011 ("Programme"). *Preferred* clients are entitled to the privileges mentioned in the Factsheet delivered to *Preferred* clients by 30 June 2010.
2. Employees and remisers of OSPL are not eligible to participate in OSPL's *Preferred* Programme.
3. All existing and new members of the *Preferred* Programme are subject to these *Preferred* Programme Terms and Conditions. These Terms and Conditions will be made available on iOCBC website. We may change these Terms and Conditions at any time or from time to time by posting the revised terms and conditions on iOCBC website. Any change or revision shall take effect immediately upon posting.
4. The *Preferred* Membership Card or *Preferred* Programme Privileges is not transferable or assignable. All *Preferred* Programme Privileges are stated in the *Preferred* Programme Privileges Factsheet which are subject to changes at any time or from time to time at the sole discretion of OSPL.
5. To gain access to the *Preferred* Lounge and Priority Queue Services at OSPL Customer Service Lobby, the *Preferred* clients must produce their *Preferred* Membership Card to an OSPL Customer Service Personnel for verification.
6. All *Preferred* Programme Privileges are neither transferable nor exchangeable for cash or otherwise, and subject to the related terms and conditions governing them (if any).
7. All *Preferred* Programme Privileges are subject to availability and OSPL reserves the absolute right to change or remove the privileges or any of them at any time or from time to time without notice to you.

8. Lost or stolen *Preferred* Membership Card can be replaced by calling 1800 338 8688 subject to a fee, unless otherwise waived by us.
9. OSPL shall not be responsible or liable for any correspondence, mail or e-mail which is lost, delayed or misdirected to or by us in respect of or relating to or under the *Preferred* Programme.
10. OSPL *Preferred* Programme Membership is available to clients of OSPL by invitation only.
11. Subject to clause 12 below, the initial term of the *Preferred* Programme Membership commences on the date the Membership Card is supplied to the client and will end on the earlier of (a) the expiry date stated on the Card and (b) the date you cease to be a client of OSPL. Notwithstanding the above, you have the right to relinquish your membership at any time.
12. We may terminate your membership of the Programme, without notice, for any reason whatsoever, including without limitation, if OSPL shall in our sole and absolute discretion consider that you are in breach of these Terms and Conditions or your continued membership would contravene any law or regulation or otherwise prejudice the interest of OSPL or any member or if any event has occurred which in our opinion (which opinion shall be final and binding on you) could or might affect or prejudice the interest of OSPL or any party.
13. The *Preferred* Programme Membership Card is used at your sole risk and we shall not be responsible or liable for any injury or loss of lives or valuables or any other direct, indirect or consequential loss or damage whatsoever or howsoever sustained or suffered by you arising or resulting, directly or indirectly, in whole or in part, from the use of the Card or as a result of any act or omission on the part of OSPL. We disclaim all express or implied warranties of any kind, whether relating to the Programme, your membership or the quality of any goods or services purchased or obtained by you from the use of your membership Card.
14. These Terms and Conditions shall be governed by the laws of Singapore and members in the *Preferred* Programme irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

15. 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.
  
16. OSPL reserves the exclusive right to publish or display the names and photographs of the members of the Programme for advertising and publicity purposes.
  
17. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional materials relating to the Programme, these Terms and Conditions shall prevail.
  
18. In the event of any discrepancy between the English version of these Terms and Conditions and the translation of these Terms and Conditions in any other languages, the English version shall prevail.