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**Terms and Conditions governing the DLC Min S\$10 Promotion 2018**

- 1) The Promotion is valid between 7 November 2018 and 31 December 2018 (both dates inclusive) or such other period as may be determined by OSPL at its absolute discretion (the "Promotion Period").
- 2) Employees, Remisiers, and Account Executives of OCBC Securities Private Limited ("OSPL") and their immediate family members are not eligible to participate in the DLC Min S\$10 Promotion 2018 (the "Promotion").
- 3) Only individual and joint accounts opened by retail customers ("Customers", and each a "Customer") are eligible for the Promotion. Corporate accounts will not be considered.
- 4) Subject to these terms and conditions and provided that the conditions set out in Clauses 2 and 3 are fulfilled, Customers will be entitled to S\$10 minimum commission rate, ("Promotion Rate") for his/her online Daily Leverage Certificate ("DLC") trades done during the Promotion Period on SGX. The rate does not include clearing fees, SGX trading fees and prevailing GST. This rate does not apply to broker-assisted trades, buy-ins or CPF and SRS trades.
- 5) The Promotion Rate set out in Clause 4 will be enjoyed by the customer in the form of a rebate ("Rebate"). Customers will still be required to pay upfront the full standard commission rate for trades done. (For standard rates, visit <https://portal.iocbc.com/assets/pdf/ospl/ConsolidatedCommissionCharges.pdf>). The Rebate will be the difference between the actual full commission charged and the applicable Promotion Rate.
- 6) The trade rebate entitled by each Customer will be credited into each Customer's trading account or (if a Customer has more than 1 trading account) any of such Customer's trading accounts as may be selected by OSPL latest by 1 February 2019.
- 7) If trades are amalgamated, it will be calculated as one contract. "Amalgamation" means a consolidation or amalgamation of trades that meet the following conditions:
  - (a) Customers must have indicated "YES" for amalgamation on ALL trades;
  - (b) the amalgamated trades must be of the same trading day;
  - (c) the amalgamated trades must be of the same stock;
  - (d) the amalgamated trades must be of the same settlement currency;
  - (e) the amalgamated trades must be of the same action (e.g. buy action amalgamates with another buy action or sell action amalgamates with another sell action);
  - (f) the amalgamated trades must be of the same payment mode; and
  - (g) the amalgamated trades must be done under the same trading account.
- 8) Customers will be disqualified for this Promotion if:
  - (a) his/her own account(s) with OSPL is/are closed before the Rebates are given;
  - (b) any of his/her accounts with OSPL is reported for delinquency; or
  - (c) he/she has outstanding contra losses with OSPL which are overdue for more than 21 calendar days.
- 9) If any Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Rebates, OSPL reserves the right to (i) forfeit, withdraw or withhold the Rebates at any time or (ii) (where the Rebates has been awarded and/or utilised) reclaim the Rebates or request the relevant Customer to repay to or compensate OSPL the Rebates at any time. No person shall be entitled to any payment or compensation from OSPL should any Rebates be forfeited, withdrawn, withheld or if any

Rebates are reclaimed by OSPL or a Customer is asked to repay to or compensate OSPL the relevant Rebates for whatsoever reasons.

- 10) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the amount of the Rebates or (b) replace or substitute the Rebates with any other prize/gift. OSPL may also at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate the Promotion or vary, supplement, amend or modify any one or more of these terms and conditions in any manner as it shall deem fit. OSPL shall not be liable to any person for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.
- 11) The Rebates are strictly not transferable to any party whatsoever. Further, the Rebates are also not exchangeable for cash, other forms of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 12) OSPL shall not be responsible for any loss to or damage incurred or suffered by any customer or any other person in connection with this Promotion, howsoever arising, including, without limitation, any error in computing trade commissions and trades, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
- 13) The eligibility of each customer to participate in the Promotion and/or to receive the Rebates shall be determined at the absolute discretion of OSPL. The decision of OSPL on all matters relating to the Promotion shall be final and no correspondence or queries will be entertained.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.

**Important Notes:**

Trading in securities can be very risky, and you may lose all or more than the amount invested or deposited. Where necessary, please seek advice from an independent financial adviser regarding the suitability of any trade or investment product taking into account your investment objectives, financial situation or particular needs before making a commitment to trade or purchase the investment product. You should consider carefully and exercise caution in making any trading decision whether or not you have received advice from any financial adviser.