

Terms and Conditions governing the Fresh Start Promotion 2019

- 1) This Fresh Start Promotion 2019 (the "Promotion") is valid between 23 December 2019 and 31 March 2020 (both dates inclusive) (the "Promotion Period") or such other period as may be determined by OCBC Securities Private Limited ("OSPL") at its absolute discretion (the "Promotion Period").
- 2) Existing OSPL customers who fulfil the following criteria are eligible for this Promotion:
 - (a) Opened their OSPL accounts before 1 January 2018; and
 - (b) Have not made any trades with OSPL from 1 January 2018 to 22 December 2019 (both dates inclusive).
- 3) Only existing individual and joint accounts opened by retail customers ("Customers", and each a "Customer") are eligible to participate in this Promotion. Corporate accounts will not be eligible. Employees, remisiers, and trading representatives of OSPL and their immediate family members are also not eligible to participate in this Promotion.
- 4) Subject to these terms and conditions and provided that the conditions set out in Clauses 2 and 3 are fulfilled, each Customer is entitled to receive:

Trade commission rebates (excluding goods & services tax) on the contracts (excluding buy-ins, CPF and SRS trades) executed during the Promotion Period (the "Qualifying Contracts") subject to (i) the condition that each Customer is only entitled to receive a maximum aggregate of not more than S\$50 of trade commission rebate ("Rebate"), and (ii) Clause 7 below.
- 5) Customers will be required to pay the full standard commission rate for relevant trades performed upfront, and the Rebate will be subsequently credited into the eligible Customers' trading account. (For standard rates, please visit <https://portal.iocbc.com/assets/pdf/ospl/ConsolidatedCommissionCharges.pdf>).
- 6) The Rebate that each eligible Customer will be eligible to receive will be credited into each Customer's trading account or (if a Customer has more than 1 trading account) any one of such Customer's trading accounts as may be selected by OSPL at its sole and absolute discretion no later than 1 May 2020.
- 7) During the Promotion Period, each Customer is only entitled to receive the Rebate once, notwithstanding that the Customer may have more than one trading account and the criteria in Clause 4 are fulfilled for more than one such trading account.
- 8) If trades are amalgamated, they 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 performed under the same trading account.
- 9) Customers will be disqualified from this Promotion if:
 - (a) the Customer's own account(s) with OSPL is/are closed before the Rebate is credited into the Customer's trading account;

- (b) any of the Customer's accounts with OSPL is reported for delinquency; or
 - (c) the Customer has outstanding contra losses with OSPL which are overdue for more than 21 calendar days.
- 10) If any Customer is subsequently discovered not to be entitled or ineligible to participate in this Promotion or to receive the Rebate, OSPL reserves the right to (i) forfeit, withdraw or withhold the Rebate at any time or (ii) (where the Rebate has been credited and/or utilised) reclaim the Rebate or request the relevant Customer to repay to or compensate OSPL in the amount of the Rebate at any time. No person shall be entitled to receive any payment or compensation from OSPL should any Rebate be forfeited, withdrawn, withheld or if any Rebate is reclaimed by OSPL or a Customer is asked to repay to or compensate OSPL the relevant Rebate for any reason whatsoever.
- 11) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the amount of the Rebate, or (b) replace or substitute the Rebate with any other prize/gift, or (c) terminate this Promotion, or (d) 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.
- 12) The Rebate is strictly not transferable to any party whatsoever, and is not exchangeable for cash, other forms of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 13) 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.
- 14) The eligibility of each Customer to participate in this Promotion and/or to receive the Rebate shall be determined at the sole and absolute discretion of OSPL. The decision of OSPL on all matters relating to this 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 this Promotion, these terms and conditions shall prevail.
- 16) These terms and conditions shall be governed by the laws of Singapore and the participants in this 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 this Promotion expressly and irrevocably consents, permits and authorises OSPL and their respective business partners and agents (collectively, the "OSPL Representatives") to use and disclose information regarding their particulars for purposes reasonably required by OSPL and the OSPL Representatives to enable them to organise, promote and conduct this 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.