

Terms and Conditions governing the CNH and FOREX CURRENCY PAIRS Promotion (the “Promotion”)

- 1) The Promotion shall take place from 1 November 2017 to 30 June 2018, both dates inclusive (the “Promotion Period”).
- 2) Employees, Account Executives and Remisiers of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in the Promotion.
- 3) All individual and joint Leveraged Foreign Exchange (“Forex”) trading accounts opened by retail clients are eligible to participate in this Promotion. Corporate accounts and mini trading accounts with the Account code “M series” (e.g. account number M10000) are not eligible for this Promotion.
- 4) Clients who fulfil the above conditions are hereinafter referred to as collectively, the “Eligible Clients” or individually, the “Eligible Client”.
- 5) Eligible Clients who have accumulated a minimum trading volume in 100,000 units of CNH contracts **and** 1 million units of Forex contracts by the end of each calendar month, based on the following conditions, will be entitled to receive a S\$100 Cash Rebate (“Rebate”) or S\$100 in NTUC Vouchers (“Vouchers”) for such calendar month:
 - a. list of eligible Forex currency pairs (excludes Spot Gold and Silver)

AUD/CAD	CHF/SGD	GBP/AUD	NZD/SGD
AUD/CHF	EUR/AUD	GBP/CAD	NZD/USD
AUD/JPY	EUR/CAD	GBP/CHF	USD/CAD
AUD/NZD	EUR/CHF	GBP/JPY	USD/CHF
AUD/SGD	EUR/GBP	GBP/NZD	USD/HKD
AUD/USD	EUR/JPY	GBP/USD	USD/JPY
CAD/JPY	EUR/NZD	GBP/SGD	USD/SGD
CAD/SGD	EUR/USD	NZD/CHF	
CHF/JPY	EUR/SGD	NZD/JPY	

- b. eligible CNH currency pairs: USDCNH, SGDCNH and CNHJPY;
 - c. Minimum trading size of 10,000 units applies;
 - d. Eligible Clients are not allowed to consolidate the contracts incurred in their various accounts if they own more than ONE Forex trading account during the Promotion Period;
 - e. Eligible Clients with multiple Forex trading accounts will be entitled to the Rebate or Vouchers for each of his/her Forex trading accounts, if each of his/her accounts meets the minimum trading requirements based on the conditions set out above; and
 - f. Eligible Clients may only select to either receive the Rebate or Vouchers at the end of the relevant calendar month.
- 6) OSPL will arrange to give the Eligible Clients their entitled Rebate or Vouchers by the end of the next calendar month.

- 7) Eligible Clients with foreign addresses will be given the incentive in the form of Rebate credited to their trading accounts. Eligible Clients with Singapore addresses may select to either receive the incentive either in Rebate or Vouchers.
- 8) If Vouchers are selected, notwithstanding anything to the contrary, OSPL shall have the absolute discretion to mail the relevant Vouchers to the Customers by whatsoever mode of communication it deems appropriate and such Customers shall not have any claim against OSPL for whatever mode of communication chosen by OSPL or for requiring the Customer to self-collect the relevant Vouchers. For the avoidance of doubt, a Customer shall have no claim whatsoever against OSPL if such Customer fails to receive any relevant Vouchers sent by OSPL via whatsoever mode of communication or fails to collect the relevant Vouchers as required by OSPL.
- 9) Expired Vouchers will not be accepted or re-validated by OSPL or NTUC. OSPL and NTUC will not be responsible for or replace any expired, lost or damaged Vouchers. The use of the relevant Vouchers is subject to such terms and conditions as may be imposed by NTUC, which a Customer agrees to be bound by.
- 10) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the amount of the Rebate and/or Vouchers or (b) replace or substitute the Rebate and/or Vouchers 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 Rebate and/or Vouchers are strictly not transferable to any party whatsoever. Further, the Vouchers are also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 12) OSPL shall not be responsible for any loss or expenses incurred by any clients or any other person in connection with this Promotion, howsoever arising, including any error in computing trade commissions and transactions, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
- 13) This Promotion is to run on its own. Participants in this Promotion are eligible to participate in the other promotions of OSPL unless otherwise specified.
- 14) Clients will not be eligible to participate in this Promotion if any of their OSPL Forex trading accounts are closed before the Rebate and/or Vouchers is given by OSPL or if any of their OSPL Forex trading accounts are reported for delinquency and have not satisfied any margin call or have any outstanding deficit equity balance.
- 15) If any Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Rebate and/or Vouchers, OSPL reserves the right to (i) forfeit, withdraw or withhold the Rebate and/or Vouchers at any time or (ii) (where the Rebate and/or Vouchers have been awarded and/or utilised) reclaim the relevant Rebate and/or Vouchers or request the relevant Customer to repay to or compensate OSPL for the relevant Rebate and/or Vouchers at any time. No person shall be entitled to any payment or compensation from OSPL should any Rebate and/or Vouchers be forfeited, withdrawn, withheld or if any Rebate and/or

Vouchers are reclaimed by OSPL or a Customer is asked to repay to or compensate OSPL the relevant Rebate and/or Vouchers for whatsoever reasons.

- 16) The decision of OSPL on all matters relating to the Promotion shall be final and no correspondence, appeal or queries will be entertained.
- 17) 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.
- 18) These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
- 19) 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.
- 20) 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 leveraged foreign exchange 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.

Risk warning for trading leveraged foreign exchange

Transactions in leveraged foreign exchange carry a high degree of risk. The amount of initial margin is small relative to the value of the leveraged foreign exchange transaction. As such, the transaction is highly 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this can work in your favour or against you. You may sustain a total loss of the initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to deposit substantial amount of funds on a short notice in order to maintain your position. If you fail to comply with a request for additional funds within the specified time, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.