

Terms and Conditions governing the Equities Plus Account 0.12% Promotion 2017

- 1) Employees, Remisiers, and Account Executives of OCBC Securities Private Limited ("OSPL") and their immediate family members are not eligible to participate in this Equities Plus Account 0.12% Promotion 2017 (the "Promotion").
- 2) The Promotion is valid from 3 July 2017 till 30 September 2017, both dates inclusive, or such other period as may be determined by OSPL in its sole discretion (the "Promotion Period").
- 3) To participate in the Promotion, the following conditions must be fulfilled:
 - (a) Only individual and joint Equities Plus Accounts ("EPA") are eligible for the Promotion; and
 - (b) The eligible customer ("Customer", collectively "Customers") is required to fully pre-fund all his/her online SGX trades in cash via his/her EPA).
- 4) Subject to these terms and conditions and provided that the conditions set out in Clause 3 are fulfilled, Customers will be entitled to 0.12% or S\$10 minimum commission rate, whichever is higher ("Promotion Rate") for his/her online SGX trades done during the Promotion Period. The rate does not include clearing fees, SGX trading fees and prevailing GST. This rate does not apply to foreign market and broker-assisted trades.

After the Promotion Period, the Promotion Rate ends, and the commission charged will revert to the published EPA commission rate of 0.18% or S\$18 minimum, whichever is higher.

- 5) The Promotion Rates 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 published EPA commission rate of 0.18% or S\$18 minimum, whichever is higher, for trades done. The Rebate will be the difference between the actual full commission charged and the applicable Promotion Rate.
- 6) The Rebate entitled by each Customer will be credited into any such Customer's trading accounts (if a Customer has more than 1 trading account) as may be selected by OSPL at any time during the following calendar month after the execution of the qualifying contracts.
- 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 the Promotion if:
 - a) his/her own account opened with OSPL is closed before the Rebate is given;
 - b) any of his/her accounts with OSPL is/are suspended/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 Rebate, OSPL reserves the right to (i) forfeit, withdraw or withhold the Rebate at any time or (ii) (where the Rebate has been awarded and/or utilised) reclaim the Rebate or request the relevant customer to repay to or compensate OSPL the Rebate at any time. No person shall be entitled to 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 whatsoever reasons.

- 10) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the Promotion Rates/Rebate, (b) replace or substitute the Rebate with any other prize/gift, or (c) extend the Promotion Period. 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 is strictly not transferable to any party whatsoever. Further, the Rebate is 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 to or damage incurred or suffered by any customer or any other person in connection with the 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 Rebate 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.