

Terms and Conditions Governing the Free US Live Price Feed Promotion 2021

- 1) Employees, Remisiers, and Account Executives of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in the Free United States (“US”) Live Price Feed Promotion 2021 (the “Promotion”).
- 2) The Promotion is valid from 1 April 2021 till 31 October 2021, both dates inclusive (the “Promotion Period”). By participating in this Promotion, you agree to be bound by these Terms and Conditions.
- 3) Only individual and joint accounts opened by retail customers (“Customers”, and each a “Customer”) are eligible for the Promotion. Corporate accounts are not eligible for the Promotion.
- 4) To participate in this Promotion, the following conditions must be fulfilled:
 - (a) For **Customers** who traded in the US market at least once a month - Free US live price feed the following month:
 - i. **Customers** who executed a US market trade at least once in a month from March 2021 to October 2021 are eligible for free US live price feed the following month. I.e. **Customers** who traded the US market at least once in March 2021 will automatically have US live price feed access on iOCBC in April 2021, and so on;
 - ii. The Promotion is applicable for trades done in cash and margin trading accounts only. Trades done in CPF investment accounts and SRS accounts are excluded from the Promotion.
 - iii. Live price feed activation for eligible **Customers** will automatically take place on the 4th working day of each month and valid until the 3rd working day of the following month;
 - (b) For all other **Customers** – Free US live price feed on request basis:
 - i. **Customers** who do not have access to US live price feed and do not qualify for the Promotion under point 4(a) above can request for complimentary access for the current and following month through their Trading Representatives during the Promotion Period;
 - ii. US Live Price Feed activation schedule is as follows:

Date of Request	US Live Price Feed Activation Date
1 st working day to 3 rd working day of the month	4 th working day of the month
From 4 th working day of the month onwards	By next working day
 - iii. US Live Price Feed activation will be valid until the 3rd working day of the 2nd month from the activation date. Example for a request activated on 15th April 2021, the complimentary access will end on 3 June 2021.
- 5) Only Non-Professional subscribers are eligible for this Promotion. For avoidance of doubt, a Non-Professional Subscriber is any natural person who is **NOT**:
 - (a) Registered or qualified in any capacity with The Securities and Exchange Commission, the Commodities Future Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;
 - (b) Engaged as an “investment advisor” as that term is defined in the Investment Advisor’s Act 1940 (whether of not registered or qualified under that Act);

- (c) Employed by a bank or another organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt;
 - (d) Working in the financial industry and/or found in the Monetary Authority of Singapore registry of representatives.
- 6) All other persons who do not meet the definition of Non-Professional Subscriber as stated in Point 5 above are deemed Professional.
- 7) Eligible Customers must agree to the Exchange Subscriber Agreements on their iOCBC trading platform to be able to access the live price feed.

Other General Terms and Conditions

- 1) Customers will be disqualified for the Promotion if:
 - (a) his/her own account opened with OSPL is/are suspended/closed before the Promotion is given;
 - (b) any of his/her accounts with OSPL is/are reported for delinquency; or
 - (c) he/she has outstanding contra losses with OSPL which are overdue for more than 21 calendar days
- 2) If any eligible Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion, OSPL reserves the right to (i) forfeit, withdraw or withhold the Promotion at any time; or (ii) (where the Promotion have been awarded and/or utilised) reclaim the relevant Promotion or request the relevant Customer to repay to or compensate OSPL for the relevant Promotion at any time. No person shall be entitled to any payment or compensation from OSPL should any **Promotion** be forfeited, withdrawn, withheld or if any **Promotion** is reclaimed by OSPL or a Customer is asked to repay to or compensate OSPL the relevant **Promotion** for whatsoever reasons.
- 3) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the terms of the **Promotion** and/or the duration of the Promotion Period; or (b) replace or substitute the **Promotion** 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.
- 4) The **Promotion** is strictly not transferable to any party whatsoever. Further, the **Promotion** is also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 5) Participants in the Promotion will not be eligible to participate in other promotions conducted by OSPL unless otherwise approved by OSPL.
- 6) 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.
- 7) The eligibility of each Customer to participate in the **Promotion** and/or to receive the **Promotion** 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.
- 8) 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.

- 9) 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.
- 10) 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.
- 11) 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.