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**Terms and Conditions governing the HSTECH Warrants Promotion 2021**

- 1) This HSTECH Warrants Promotion 2021 (the "Promotion") is valid between 1 April and 31 May 2021 (both dates inclusive) or such other period as may be determined by OSPL at its absolute discretion (the "Promotion Period").
- 2) This Promotion is sponsored by Macquarie Capital Securities (Singapore) Pte. Limited ("Macquarie").
- 3) Employees, Remisiers, and Account Executives of OCBC Securities Private Limited ("OSPL") and their immediate family members are not eligible to participate in this Promotion.
- 4) Only individual and joint accounts opened by retail customers ("Customers", and each a "Customer") who are qualified to trade listed Specified Investment Products are eligible to participate in this Promotion. Corporate accounts will not be eligible.
- 5) Subject to these terms and conditions and provided that the conditions set out in Clauses 3, 4 and 5 are fulfilled, the first 100 Customers to trade Macquarie's HSTECH warrants during the Promotion Period will be entitled to receive rebates for their first two HSTECH warrants trades, capped at S\$300 each (the "Rebate"). This Rebate does not apply to buy-ins or CPF and SRS trades.
- 6) Customers will be required to pay upfront the full standard commission rate for trades performed first, and the Rebate will subsequently be credited into the eligible Customers' account. (For standard rates, visit <https://portal.iocbc.com/assets/pdf/ospl/ConsolidatedCommissionCharges.pdf>).
- 7) The Rebate will be credited into each eligible 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 no later than 1 July 2020.
- 8) During the Promotion Period, each Customer is only entitled to receive the Rebate once, notwithstanding he/she may have more than one account and the criteria in Clause 5 are fulfilled for more than one such account.
- 9) 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 performed under the same trading account.
- 10) Customers will be disqualified from this Promotion if:
  - (a) his/her own account(s) with OSPL is/are closed before the Rebate is 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.

- 11) If any Customer is subsequently discovered to be not 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 awarded and/or utilised) reclaim the Rebate or request the relevant Customer to repay 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 or compensate OSPL the relevant Rebate for whatever reasons.
- 12) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefor, (a) change the amount of the Rebate or (b) replace or substitute the Rebate with any other gift. OSPL may also at any time at its sole and absolute discretion, without notice or assigning any reason therefor, terminate this 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.
- 13) The Rebate is strictly not transferable to any party whatsoever. Further, the Rebate is also not exchangeable for cash, other forms of credit or otherwise, unless otherwise permitted by OSPL in its sole and absolute discretion.
- 14) 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 and any notice which is misdirected or lost in the post.
- 15) The eligibility of each Customer to participate in this 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 appeal will be entertained.
- 16) 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.
- 17) These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
- 18) 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.
- 19) Without prejudice to these terms and conditions, all participants in this Promotion expressly and irrevocably permit and authorise OSPL to reveal and disclose information regarding their particulars to the parties involved in organising, promoting and conducting 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.