

TERMS AND CONDITIONS GOVERNING ONLINE EQUITIES ACCOUNT

These terms and conditions shall apply to all Online Equities Accounts opened and maintained with OCBC Securities Private Limited ("OSPL") and are supplemental to the OCBC Securities Private Limited Standard Trading Terms and Conditions ("STC").

All terms and references used in these terms and conditions and which are defined or construed in the STC but are not defined or constructed in these terms and conditions shall have the same meaning and construction as in these terms and conditions.

These terms and conditions are to be read together with the STC. In the event of any conflict or inconsistency between these terms and conditions and the STC, these terms and conditions shall prevail.

1. The Service and Purpose

- (a) OSPL may, in its sole discretion and upon your request, make available to you the Online Equities Account to facilitate your securities transactions.
- (b) Notwithstanding any other provisions of these terms and conditions, the Online Equities Account may be modified, cancelled and/or terminated in whole or in part, at any time by OSPL in its sole discretion and without prior notice to you, whereupon all sums and monies outstanding under these terms and conditions or owing by you to OSPL under or in connection with the Online Equities Account (whether actual or contingent and whether accrued or not), including but not limited to interest and any contra loss, shall become immediately become due and payable upon demand. Upon such demand by OSPL, you shall immediately repay all such sums and monies outstanding or owing by you to OSPL, together with interest accrued thereon. All payments are to be made in the currency outstanding.
- (c) Notwithstanding any provision in the STC or these terms and conditions, where you are an existing or (as the case may be) have been designated as an OCBC Premier Banking or OCBC Premier Private Client segment member by Oversea-Chinese Banking Corporation Limited ("OCBC"), OSPL may, at the request of OCBC, consolidate a portion of, or all, of your holdings in your Online Equities Account with your Wealth Account with OCBC by transferring such holdings in your Online Equities Account to the relevant Wealth Portfolio(s) under your existing or (or as the case may be) new Wealth Account with OCBC, equipped with online trading services ("Wealth Portfolio Upgrade"). In the event of such upgrade, you acknowledge that these terms and conditions shall no longer apply to such holdings transferred to your Wealth Account, and the OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions shall apply instead. For the avoidance of doubt, these terms and conditions shall continue to apply to any holding(s) remaining in your Online Equities Account. Upon such upgrade and if there are no remaining holdings in your Online Equities Account, your Online Equities Account will be closed.

2. Trading Limit

- (a) The trading limit, as may be granted to you under the Online Equities Account, subject to the terms and conditions herein shall be capped at Singapore Dollars Fifty Thousand (S\$50,000), or any such amount as may be advised by OSPL from time to time in its sole discretion.

3. Custody

- (a) You acknowledge and agree that your Online Equities Account will be linked to a designated sub-account maintained by OSPL with the Central Depository Private Limited (CDP) and that all securities purchased on the Singapore Exchange (SGX) shall be custodised in such sub-account. As for securities denominated in a foreign currency, such will be maintained in a trust and/or custody trust account with a custodian nominated by OSPL (in its sole discretion) outside Singapore which is licensed, registered or authorised to act as a custodian in that country where the account is maintained. The sub-accounts under this clause 3(a) shall hereinafter collectively be referred to as "your custody sub-account".
- (b) You also acknowledge that any securities belonging to you which are deposited with OSPL may be held with securities held by OSPL for other clients on an aggregate or omnibus basis. This may in some instances result in prejudice to you and you accept and consent to this. More specifically, your interest in your securities may not be identifiable by separate certificates, or other physical document or equivalent electronic records; however, OSPL will ensure that any sub-custodian will maintain records of your interest in the Securities that have been commingled. The handling of your securities shall be in accordance with the STC.
- (c) Deposit and withdrawal of securities into or from your custody sub-account are subject to OSPL's approvals at its sole discretion. For avoidance of doubt, OSPL is not obliged to monitor your custody sub-account or your Online Equities Account.
- (d) You agree that only shares in your custody sub-account can be sold via your Online Equities Account and that you will have sufficient shares to deliver against your sale contracts to avoid any buying-in and penalty by SGX and/or other exchanges.
- (e) You acknowledge and agree that in the event of a Wealth Portfolio Upgrade, some or all of the securities belonging to you which are deposited with OSPL or are maintained in a trust and/or custody trust account with a custodian nominated by OSPL will be transferred by OSPL to the relevant Wealth Portfolio(s) under your Wealth Account with OCBC, at the request of OCBC. Upon such transfer, such securities will be custodised with a custodian nominated by OCBC.

4. Debit and credit from Trust Account

- (a) As permitted by the Securities and Futures (Licensing And Conduct Of Business) Regulations, OSPL may, in accordance with the STC, place monies received on account of you in an omnibus customer trust account ("Trust Account") together with monies that OSPL holds for other customers of OSPL. As such, you further acknowledge that it would be administratively and operationally difficult, if not impossible (in view of the constant fluctuation of the aggregate balance in such account), to account separately for each of OSPL's customers the interest due on their respective cash balances in the omnibus account as interest will be received on an aggregated basis. In any event, it is also acknowledged and accepted that such an exercise would be likely to cost more than any interest earned. In these circumstances, it is a condition that you waive and relinquish in OSPL's favour all claims for interest that may otherwise accrue with respect to your said monies received by OSPL on your account and agree that OSPL shall be entitled to retain all of the interest earned from the maintenance of any monies standing to the credit of any Account.

The handling of your monies shall be in accordance with the STCs.

- (b) You agree and authorise OSPL to debit any monies, including but not limited to payments for share purchases, contra losses, miscellaneous fees and charges, losses, damages, expenses, claims or liabilities due from you to OSPL from your Trust Account held with OSPL; and to credit any monies, including but not limited to sales proceeds, dividends and contra gains, due to you from OSPL to your Trust Account held with OSPL.

- (c) You agree that OSPL is not obliged to make a credit to your Online Equities Account before the receipt by OSPL of a corresponding and final payment in cleared funds. If OSPL makes a credit before such receipt, OSPL may at any time, reverse all or part of the credit/funds (including any interest thereon), amend or make an appropriate entry to your Online Equities Account, and where that there is any shortfall, OSPL may require repayment of any amount corresponding to any withdrawals made by you.
- (d) This instruction applies to all currencies maintained in your Online Equities account, and you shall bear the risk and all fees and expenses in connection with the monies denominated in any currency
- (e) You acknowledge and agree this instruction serves as your standing instruction to OSPL and shall only be revoked upon termination of your Online Equities Account.

5. **Settlement and Payment**

- (a) You agree to select SGD as the preferred settlement currency for all your trades placed via the iOCBC trading platform regardless of which exchange the trade is transacted in. You are aware that if other currencies are selected, GIRO deduction is not able to take place automatically and funds will need to be transferred in, in the respective currency selected. You agree that if the required funds are not received by OSPL in time, OSPL reserves the right to force-sell your shares. For trades place via OCBC Digital Banking platforms, settlement in foreign currency is available via an OCBC Global Savings Account.
- (b) Your Online Equities Account must be linked by GIRO to your OCBC bank account held in your sole name. For avoidance of doubt, you shall not be permitted to link your Online Equities Account to any of your OCBC bank account that is held either in joint names or under the name of any corporate entity.
- (c) You agree to authorize OSPL to debit monies via GIRO from your OCBC bank account for purposes including but not limited to payments for share purchases, contra losses, miscellaneous fees and charges, losses, damages, expenses, claims or liabilities due from you to OSPL from your OCBC bank account which is linked to your Online Equities Account; and to credit any monies, including but not limited to sales proceeds, dividends and contra gains, due to you from OSPL to your OCBC bank account which is linked to your Online Equities Account.
- (d) Payment for your purchases shall be deducted from the funds in your OCBC bank account in SGD in full amount on the due date. No partial payment is allowed and you are liable to ensure that are sufficient funds in your OCBC bank account on the due date for the payment of your purchase in full amount.
- (e) In addition to OSPL's rights under the STC, OSPL reserves the right to force-sell shares in your Online Equities Account should there be insufficient funds in your OCBC bank account to pay for any of your purchases.
- (f) You acknowledge and agree the above payment instructions under this clause 5 serve as your standing instruction to OSPL and shall only be revoked upon termination of your Online Equities Account or upon the full and final discharge of all your Liabilities owing to OSPL, whichever later.
- (g) You agree that your trading behaviour, activities and Online Equities Accounts are subject to OSPL's regular review and your Online Equities Account may be suspended if there are multiple instances of forced-selling or outstanding contra losses. For avoidance of doubt, this does not prejudice any of the rights that OSPL may be entitled to under the STC,

including OSPL's right to vary or suspend your Online Equities Account or any Services offered/provided to you, in whole or in part, without notice and without giving any reason and without incurring any liability.

6. Fund Deposit

- (a) Telegraphic transfer ("TT") is the only mode available to you to transfer funds in foreign currency into your Online Equities Accounts.
- (b) For avoidance of doubt, only foreign currencies will be transferred to your Online Equities Accounts. Funds in SGD meant for payment of your shares should be deposited into your OCBC bank account that is linked to your Online Equities Account for auto GIRO deduction.
- (c) You are responsible for providing sufficient details (your full name per our records, your account number, date of transfer, amount transferred, purpose of transfer and contract number of relevant trades) in your TT transaction and alert us of your TT to ensure that OSPL is able to trace the funds back you. If there are any monies unclaimed by you six (6) years after OSPL receives such monies and OSPL determines in good faith that it is not able to trace you, you agree that such monies may be forthwith be appropriated by OSPL to itself. You thereafter shall have no right to claim such property, you shall be deemed to have waived and abandoned all your rights to such monies/property in favour of OSPL.
- (d) We shall be entitled to convert any sum received by us (whether for credit into the Online Equities or in payment of any sum due to us) to the currency of the Online Equities Account or (as the case may be) the currency in which payment is to be made, at a rate of exchange determined by us in good faith to be appropriate.
- (e) We shall be entitled to convert any amounts in the Online Equities Account or otherwise standing to your credit to any other currency for the purpose of carrying out your instructions or exercising our rights under these terms and conditions. You agree that all losses, fees and expenses including but not limited to any exchange rate losses and the costs of conversion shall be borne by you.
- (f) OSPL will not be held responsible for any losses, charges or damages arising from the rejected funds or delay in crediting the amount into your Online Equities Account.
- (g) For avoidance of doubt, the final credited amount into your Online Equities Account is when OSPL receives a credit, and that credit cannot be or has not been reversed. OSPL shall not be liable for any shortfall in the amount received for whatever reason including but not limited to any deduction or withholding.

7. Fund Withdrawal

- (a) You may, subject to OSPL's approval and to the terms and conditions herein, withdraw your available funds in your Online Equities Account by notifying us of your request, provided that there are no outstanding amounts, including but not limited to contra losses/fees owed by you to OSPL. Funds withdrawn under this provision will be credited into your OCBC bank account which is linked to your Online Equities Account. For avoidance of doubt, any form of cash withdrawal shall not be permitted.
- (b) You agree that OSPL is not obliged to comply with your request to make any debit to your Online Equities Account which might result in or increase a debit balance. However, OSPL may make any debit to your Online Equities Account for any amounts due and owing to OSPL even if this results in (or increases) a debit balance.

- (c) You acknowledge and agree that in the event of a Wealth Portfolio Upgrade, a portion of, or all, of your Online Equities Account balance (including any available funds) will be transferred by OSPL to the relevant Wealth Portfolio(s) under your Wealth Account with OCBC, at the request of OCBC.

8. Commissions, Fees and Charges

- (a) There are the rates for the Online Equities Account:

	Online		Offline	
Market	Rate	Minimum commission	Rate	Minimum commission
SGX	0.15%	SGD 25	0.30%	SGD 40
US	0.15%	USD 20	0.30%	USD 30
HK	0.15%	HKD 150	0.30%	HKD 200
SH "A"	0.15%	RMB 80	0.30%	RMB 200
SET	0.30%	THB 500	0.40%	THB 500
BURSA	0.30%	MYR 70	0.40%	MYR 80
ASX	0.30%	AUD 70	0.40%	AUD 80
TSE	0.30%	JPY 3,000	0.40%	JPY 3,000
LSE	0.30%	GBP 55	0.40%	GBP 75
PSE	0.30%	PHP 550	0.40%	PHP 800
IDX	0.30%	IDR 100k	0.40%	IDR 150K
SH "B"	0.30%	USD 45	0.40%	USD 55
SZ "B"	0.30%	HKD 300	0.40%	HKD 600

All trades are additionally subject to prevailing Goods & Services Tax ("GST"), relevant exchanges fees, stamp duty, etc, where applicable. View a list of such fees and charges [here](#).

- (b) You agree to pay OSPL such commissions, fees and charges at such rate or rates as OSPL may from time to time decide and as may be prescribed by the SGX Rules, in addition to any other amounts payable to OSPL hereunder. All sums to be paid by you to OSPL shall be in Singapore currency (or such other currencies as may be accepted by OSPL) and are exclusive of all Taxes and duties (including but not limited to Goods and Services Tax ("GST")).

- (c) All Taxes, duties and levies (including without limitations, GST) imposed by Singapore law on any payments made under these terms and conditions shall be borne solely by you. In the event OSPL is subjected to any Taxes arising from any payment made by you to OSPL, OSPL shall be entitled to withhold any cash held or received from you and apply such cash in satisfaction of such Taxes. In the event any Taxes becomes payable with respect to any prior payment made to you by OSPL, OSPL may withhold any cash in your Online Equities Account or such other accounts maintained with OSPL in satisfaction of such prior Taxes. Notwithstanding the foregoing, you shall be liable for any shortfall.
- (d) You acknowledge that OSPL reserves the right to vary the commissions, fees and charges from time to time.
- (e) You agree that your continued use of the Online Equities Account after such variation constitutes an affirmative acknowledgement by you of such variation and agreement by you to pay the commissions, fees and charges as varied by OSPL.
- (f) You authorise OSPL to debit such commissions, fees and charges incurred by you from any account(s) (whether single or joint) which you have with OSPL.

9. Liquidation of assets

- (a) Without prejudice to any other right or remedy that OSPL may have under these terms and conditions or at law or in equity, OSPL shall have the right (but not obliged to) to utilise all of the funds in your Online Equities Accounts and to sell any or all the securities in your custody sub-account forthwith without giving any prior notice to you upon the occurrence of any of the following events:
 - (i) the occurrence of an Event of Default;
 - (ii) if you fail to make any payment when due; or
 - (iii) if required to do so by any regulatory body or similar body, wherever situated, having jurisdiction over OSPL, or over the assets.
- (b) In addition to OSPL's rights under these terms and conditions, in exercising its power of sale, OSPL shall be entitled to utilise all of the funds in your Online Equities Account and to sell any or all the securities in your custody sub-account in such manner and upon such terms and conditions as OSPL may at its sole and absolute discretion think fit. OSPL shall apply the net proceeds of such sale, after effecting (pursuant to OSPL's rights under Clause 7 of Section A of STC) any required currency conversion where relevant, towards satisfaction of the amount financed under these terms and conditions and other Liabilities (if any) but, for the avoidance of doubt, you shall remain liable for any outstanding difference still remaining in its respective Contract Currency or Currencies.
- (c) A written statement made by any of OSPL's officer that the power of sale has become enforceable shall be conclusive evidence against you and of the fact in favour of any purchaser or other person to whom any or all the Collateral may be transferred under such sale, and you shall indemnify and hold OSPL harmless against any claim which may be made against OSPL by such purchaser or person by reason of any defect in your title to such securities.
- (d) If there is insufficient assets for delivery on the settlement date of the sale of the Collateral by OSPL pursuant to the exercise of its power of sale for whatsoever reasons, as long as OSPL does not sell more than the number of securities as reflected in the accounts of OSPL the day prior to the date of the sale, you shall be liable for all losses and damages incurred by OSPL as a result thereof including all losses incurred as a result of any buy-ins.

10. Amendment, Variation and Modification

- (a) Without limiting any of OSPL's rights, OSPL may, at its discretion, add, vary, amend or otherwise introduce new terms from time to time to these terms and conditions and the terms and conditions so expanded, amended or varied shall be effective immediately upon posting of such expanded, amended or varied terms on OSPL Website (as defined in the STC) with respect to all transactions or services you effect or access electronically through OSPL Website; or otherwise once such expansion, amendment or variation is otherwise notified to you by electronic mail, unless you have agreed with OSPL that you need not provide an electronic mail address for communication with you by OSPL. Where OSPL has agreed with you that you need not provide an electronic mail address for communication with you by OSPL, then such expanded, amended or varied terms shall be effective immediately upon communication (or deemed communication in accordance with Clause 29 of the STC) to you of the expanded, amended or varied terms, or otherwise immediately upon communication or deemed communication that these terms and conditions has been expanded, amended or varied and copies of the same made available to you at your request. Should you not make any such request for a copy of the expanded, amended or varied terms within three (3) Business Days from communication or deemed communication of the expanded, amended or varied terms, you shall be deemed to have represented to us that you have otherwise accessed and viewed the terms and accept them as effective as from the foregoing effective date of the same. As from the relative effective date of the same for you, if you continue to make use of the services in these terms and conditions, you shall be deemed to have agreed to all the expansion, amendments and variations without reservation.

11. Exclusion of Liability

- (a) You further agree and confirm that OSPL shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss howsoever caused, arising directly or indirectly, in connection with the use or access of the Online Equities Account via the OCBC Digital platform and/or any transactions performed or carried out with the Online Equities Account via the OCBC Digital platform, including but not limited to:
- (i) losses, damages or costs suffered or incurred by you arising from or referable to the any instruction given by you being incorrect or inaccurate in any manner whatsoever;
 - (ii) losses, damages or costs incurred as a result of any prohibition, restriction, delay in use or access of your Online Equities Account caused by any laws and/or regulations of Singapore or any other country;
 - (iii) losses, damages or costs incurred under or as a result of any service agreements prescribed by telecommunications carriers and/or Internet and/or network service providers or as a result of any act or omission of telecommunications carriers and/or Internet and/or network service providers;
 - (iv) any failure, error(s), fault, defect, omission, interruption, corruption, interception or delay in transmission of your instruction or transaction that might have been transmitted through your Online Equities Account or transmission by OSPL of any other data or information through your Online Equities Account;
 - (v) any misunderstanding by you of the features and/or new order functions relating to the Online Equities Account;
 - (vi) any disclosure of your information, including without limitation, your trading and portfolio information to unauthorised persons in the event you fail to log out of your Online Equities Account; and/or

- (vii) damages for loss of profits, goodwill, use, data or other intangible losses (even if OSPL has been advised of the possibility of such damages) arising from or in connection with: (i) any use, inability to use or interruption in the use of your Online Equities Account for any reason whatsoever; or (ii) any system, hardware, software, telecommunications, server or connection failure, error, fault, defect, omission, interruption, corruption, interception, delay in transmission, bug, computer virus, and other malicious, invasive, destructive or corrupting code, program or macros, or (iii) any error or delay or system failure of or arising from the use of the OCBC Digital Banking platform to access to or transact with your Online Equities Account.

12. OCBC Digital platform

- (a) You agree and confirm that the Online Equities Account may be made available to you via the OCBC Digital platform. For avoidance of doubt, the OCBC Digital platform is maintained and operated directly by OCBC Bank and the platform is made available to you by OCBC Bank.
- (b) OSPL does not make any warranty of any kind, whether express, implied, statutory or otherwise with respect to the OCBC Digital platform.