
Terms and Conditions Governing the Free London Live Prices 2022

- 1) The Free London Live Prices Promotion 2022 (the "Promotion") is valid from 15 November 2022 till 31 December 2023, both dates inclusive (the "Promotion Period"). By participating in this Promotion, you agree to be bound by these Terms and Conditions.
- 2) Subject to these terms and conditions and provided that the conditions set out below are fulfilled, each customer is entitled to receive:

Complimentary access to live prices for the London market as displayed on the iOCBC platform ("Free London Live Prices")
- 3) To be eligible for Free London Live Prices, the following conditions must be fulfilled:
 - (a) Customers must submit their subscription requests for Free London Live Prices during the Promotion Period through their Trading Representatives.
 - (b) Only individual and joint accounts held or opened by retail customers with OSPL ("Customers", and each a "Customer") are eligible for the Promotion. Corporate accounts are not eligible for the Promotion.
 - (c) Only Private Investors are eligible for this Promotion. For avoidance of doubt, a Private Investor is an end customer who is not required to be regulated or supervised by a body concerned with the regulation or supervision of investment or financial services and who meets all of the conditions set out below:
 - i. The end customer subscribes (i.e., registers and pays) in a personal capacity;
 - ii. The end customer is not currently registered or qualified as a professional securities trader or investment adviser with any national or state exchange, regulatory authority, professional association or recognised professional body;
 - iii. The end customer does not currently act in any capacity as an investment adviser, whether or not they have at some time been qualified to do so;
 - iv. The end customer uses the service solely in relation to the management of their personal funds and not as a trader to the public or for the investment of corporate funds;
 - v. The end customer does not redistribute, republish or otherwise provide any data from the service to any third party in any manner or use or process Data for any commercial purpose;
 - vi. The Data Charge is designed to cover individuals and will be maintained in the customer's name and not in the company name – the exception to this would be a share club operating on a non-professional basis.
 - (d) All other persons who do not meet the definition of a Private Investor as stated in clause 3(c) above are deemed as Professionals and will not be eligible for this Promotion. Customers are to ensure that their status is properly updated in our records to be eligible for the Promotion.
- 4) OSPL is entitled to reject any requests for Free London Live Prices without any obligation to furnish any reasons for such rejection.
- 5) The Free London Live Prices will be activated within three (3) working days from the email request date and will be valid till 31 December 2023.

- 6) Customers will be disqualified for the Promotion if:
 - (a) his/her own account opened with OSPL is/are suspended/closed prior to granting the Promotion;
 - (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.
- 7) If any eligible Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion, OSPL reserves the right to (i) deactivate the Free London Live Prices at any time; or (ii) (where the Free London Live Prices have been activated) request the relevant Customer to make payment for or reimburse OSPL for cost and expenses incurred by OSPL in providing the Free London Live Prices at any time. No person shall be entitled to any payment or compensation from OSPL should any Free London Live Prices be deactivated or if a Customer is asked to make payment for or reimburse OSPL for the relevant cost and expenses incurred by OSPL in providing the Free London Live Prices for whatsoever reasons.
- 8) 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 Free London Live Prices 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.
- 9) The Free London Live Prices are strictly not transferable to any party whatsoever. Further, the Free London Live Prices are also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 10) 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 disruption, delay, error, omission, system downtime, or lapse in the London Live Prices, 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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 2001 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.
- 15) 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 capital markets products and borrowing to finance the trading transactions (including, but not limited to leveraged trading or gearing) 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 capital markets product taking into account your investment objectives, financial situation or particular needs before making a commitment to trade or purchase the capital markets product. In the event that you choose not to seek advice from a financial adviser, you should consider whether the capital markets product is suitable for you. You should consider carefully and exercise caution in making any trading decision whether or not you have received advice from any financial adviser.