

#### **Terms and Conditions**

## UOB Equity Trading Service Lower Brokerage Fees Promotion (19 Apr 2017 to 30 Jun 2017)

- 1. Definitions
- 1.1 "Bank" means United Overseas Bank Limited ("UOB") or Far Eastern Bank Limited ("FEB") as the case may be, and includes any successor or assign thereof.
- 1.2 "Accountholder" means the holder of the Equity Trading Account or ETA.
- 1.3 "Equity Trading Account" or "ETA" means an account in the name of the Accountholder, opened and maintained with the Bank for the trading of shares (whether on a margin basis, contract for differences basis, cash basis or otherwise) and shall also include accounts for custody and cash settlement (including any debt securities account and cash settlement account opened and/or maintained with the Bank).
- 1.4 "Market" refers to each or any of the Singapore Market or United States Market
- 1.5 **"Promotion"** refers to this UOB Equity Trading Service Lower Brokerage Fees Promotion (19 Apr 2017 to 30 Jun 2017)
- 1.6 "Promotional Period" means the period from 19 Apr 2017 to 30 Jun 2017, both dates inclusive.
- 1.7 "Singapore Market" refers to SGX listed securities.
- 1.8 **"Terms and Conditions"** means the terms and conditions of this Promotion, as may be amended from time to time at the Bank's discretion.
- 1.9 "Trade Currency" refers to the currency in which the Trade is executed.
- 1.10 "United States Market" refers to NYSE, NASDAQ and/or AMEX listed securities.
- 2. UOB Equity Trading Service Lower Brokerage Fees Promotion
- 2.1 The Promotion is applicable to customers who during the Promotional Period:
  - (a) (i) have an existing Equity Trading Account (which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its discretion); **OR** 
    - (ii) open a new Equity Trading Account in the customer's name, and which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its discretion:

# **AND**

(b) execute trades in the Singapore Market or United States Market through the said Equity Trading Account (each a "Trade", and collectively, "**Trades**").

(such customers are collectively referred to as "Eligible Customers" and each an "Eligible Customer").

2.2 During the Promotional Period, Eligible Customers executing their Trades in each Market in the respective Trade Currencies will enjoy lower brokerage fee on their Trades (the "**Reduced Fee**"), subject to the respective minimum commission as listed below ("**Minimum Commission**"):

## SINGAPORE MARKET

Trade Currency	Reduced Fee	Minimum Commission
SGD	0.18% of contract value of the Trade	SGD 18
USD	0.18% of contract value of the Trade	USD 18
HKD	0.18% of contract value of the Trade	HKD 139

### **UNITED STATES MARKET**

Trade Currency	Reduced Fee	Minimum Commission
USD	0.18% of contract value of the Trade	USD 18

- 2.3 Eligible Customers remain liable to pay the Reduced Fee and Minimum Commission. The Minimum Commission does not include other fees such as, but not limited to, clearing fees, trading fees and applicable taxes; Eligible Customers also remain liable to pay such other fees.
- 2.4 The full brokerage fees will apply after the Promotional Period unless otherwise stated.
- 2.5. If any Eligible Customer is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to enjoy the Reduced Fee UOB reserves the right to forfeit the Reduced Fee, and charge the full brokerage fees as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited Reduced Fee. Where the Reduced Fee was granted to an Eligible Customer who was subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Reduced Fee, UOB shall be entitled to claim from the Eligible Customer a reimbursement for the full brokerage fees.
- 2.6. All Trades are subject to the respective stock exchange rules.
- 2.7. The Reduced Fee is not transferable or exchangeable in part or in kind for cash, credit or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the benefit of the Reduced Fee with any other gift of equal or similar value selected by UOB.

#### 3. General

- 3.1 The Bank's prevailing "Terms and Conditions Governing Equity Trading Accounts and Services (Individual Customers)" ("Account Terms") will continue to apply and be binding on the Eligible Customers. In the event of any inconsistency between the Terms and Conditions and (a) the Account Terms, in respect of the Promotion, or (b) any brochure or marketing materials relating to the Promotion, the Terms and Conditions will prevail.
- 3.2 The Bank is entitled at its discretion, and at any time without giving any reason or prior notice or assuming any liability to any person amend or vary any of the Terms and Conditions and the Eligible Customer shall be bound by such amendments and/or variations. The Bank shall not be liable for any payment or compensation (whether in cash, credit or kind) arising from the Bank exercising its rights under this clause.
- 3.3 The Bank's determination of all matters relating to the Promotion shall be final, conclusive and binding. No correspondence and enquiries will be entertained.
- 3.4 Participation in the Promotion is subject to the Terms and Conditions herein.
- 3.5 The Promotion is not valid with and shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- 3.6 The Bank shall not be liable for any cost, loss or expenses arising in any manner howsoever other than losses arising directly from the gross negligence or willful misconduct of the Bank in connection with the Promotion.
- 3.7 By participating in the Promotion, the Eligible Customer agrees to be bound by the rules, regulations and decisions of UOB, by the Terms and Conditions, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Promotion. The Eligible Customers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
- 3.8 A person who is not a party to the Terms and Conditions and/or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or any of the Terms and Conditions.
- 3.9 The Terms and Conditions are governed by the laws of Singapore and all Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore