

## PHILLIP NOVA TRADING PLATFORM & ACCESS TERMS AND CONDITIONS (ACKNOWLEDGEMENT)

These terms and conditions ("**Terms**") governs clients' access to and usage of electronic trading facilities together with any related infrastructure, platform, software, trading algorithms, hardware, application, interfaces, mobile and/or network communication devices ("**Equipment**") that Phillip Nova Pte. Ltd. (the "**Company**") may make available to provide the Equipment and grant access to its client which enable clients to electronically submit orders for any Capital Market Products using the Equipment (together "**Services**"), as the Parties may agree from time to time.

The terms with capitalized initial letter have the meaning given to them in either the Customer Trading Agreement and any executed agreements, documents, forms, terms & conditions and instruments (collectively known as "**Primary Agreement**") or herein. For the avoidance of doubt, any reference of "**Client**" mean you or your(s), "**Party**" means either the Company or client, and "**Parties**" means the Company and client collectively.

In consideration of the Company providing the Client with the Services, the Client understands and hereby agrees to abide by and to be bound by the Terms, as may be amended, modified or supplemented from time to time.

### 1. TERMS OF SERVICES

- 1.1 The Company agree to make available and provide Client with access to any Services, either directly or through 3<sup>rd</sup> parties service provider ("**Service Provider**"), which will consist of one or more of the following electronic services: (a) trading services with respect to transactions (each, a "**Transaction**") in any Capital Market Products which is provided by the Company, will be executed with or through the Company or one of our affiliates; (b) services that permit client to view (for informational purposes only) the status of Transactions; (c) services for the display or transmission of indications of interest or conditional offers to purchase securities or enter into other Transactions; and (d) any additional products and services made available through the Services.
- 1.2 The Terms shall be effective upon the client's request or being granted with (whichever is earlier) such provision of Services and will continue in effect until terminated by either Party pursuant to Clause 7 below. The Terms will remain in effect with respect to all Transactions executed through a Service regardless of any termination or other action with respect to the Service.
- 1.3 Regardless of any other provision of the Agreement, the Company has the right to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Services, or access to any Services, to change the nature, composition or availability of any Services or Equipment, or to change the limits on the trading that the Client may conduct through any Services.
- 1.4 The Company grant the Client a personal, limited, non-exclusive, revocable, non-transferable and non-sublicenseable license to use the Services pursuant to these Terms. The Company may provide certain portions of the Services under license from Service Provider, and client will comply with any additional restrictions on its usage that either be communicated from time to time, or that are otherwise the subject of some understanding established between such licensors and you. The Client agrees that it will not and will not permit any person to, disassemble, decode, alter, copy, amend, develop or commercially exploit any part of the Services.
- 1.5 Save for it is proprietary to a 3<sup>rd</sup> party or Service Provider, all title, ownership and Intellectual Property Rights relating the Equipment and any information transmitted in relation to the Service shall remain exclusive property of the Company.

### 2. USE OF THE SERVICES

- 2.1 The Company providing the Services to the Client for its internal use, and subject to the terms of the Terms. Unless permitted by the Company, the Client may not sell, lease, or provide, directly or indirectly, the Services or any portion of the Services to any Person.
- 2.2 The Client acknowledge that all proprietary rights in the Services are owned by the Company or by any applicable Service Provider selected and providing the Company with all or part of the Services, or providing the Client with access to the Services, or their respective licensors, and are protected under copyright, trademark and its intellectual property laws and any Applicable Laws. The Client receive no copyright, Intellectual Property Rights or other rights in or to the Services, except those specifically set forth herein. The Client will protect and not violate those proprietary rights in the Services and honour and comply with reasonable requests to protect the Company and the Service Providers' contractual, statutory and common law rights in the Services. The Client will notify immediately the Company in writing when become aware of any violation of the Company and/or its Service Providers' proprietary rights in the Services.
- 2.3 The Client is responsible, at all time, in ensuring the Services' security and abiding the Applicable Laws when using the Services.
- 2.4 The Client is bound by, and will comply with, the various legends, disclaimers, terms and conditions and restrictions displayed on or linked to the Services.
- 2.5 The Client may access the Services only through one or more passwords or other access methods via the respective Trading Platform that the Company specify (collectively, "**User Guide**") in Appendix 1. The Company is solely responsible for ensuring that its Access Methods are known to and used only by Persons who has been authorize ("**Authorized Users**").
- 2.6 Authentication credentials (if any) must be kept secure, at all times. The Client must not allow anyone to access the Service who is not an Authorized User.

- 2.7 The Client will be (i) solely responsible for all acts or omissions of any Person using the Services through its Access Methods and (ii) without limitation of the foregoing or any other provision of the Terms, bound by the terms of all Transactions executed and orders placed through the Services using the Access Methods. All transmissions generated by use of the Access Methods will be deemed to be authorized by the Client and made by an Authorized User whether or not the Company acknowledge receipt of such transmission.
- 2.8 The Client will promptly notify the Company and/or any designated representative(s) by the Service to receive notice when its Access Methods have been lost, stolen or compromised. Upon receipt of such notice, the Client is responsible for any actions or omissions taken through the use of such Access Methods before it is cancelled. The Company, in its sole discretion, may terminate, revoke, suspend, modify, or change any or all of Access Methods of the Client at any time with or without prior notice.
- 2.9 The Client will be solely responsible for any losses, damages or costs that may be incurred as a result of errors made by, or the failure of Equipment that the Client uses to access the Services.
- 2.10 The Equipment used in connection with the Services may include encryption methods that are subject to the export and/or import control laws of the Singapore and other applicable countries. The Client will cooperate with in complying with any such Applicable Laws.
- 2.11 The Client consent to the delivery of confirmations, any other required or optional communication or agreement under any Applicable Laws and any agreements or changes in the Terms herein, by e-mail, Web site or other electronic means, subject to compliance with any Applicable Laws. Any such documents that are delivered electronically are deemed to be “in writing.” If signature or acknowledgment is required or requested with respect to any such document and any Authorized User “clicks” in the appropriate space, or takes such other action as may be indicated on the Services, the Client will be deemed to have signed or acknowledged the document to the same extent and with the same effect as if it had been manually signed. The Client acknowledge and understand that the right to withdraw consent to the electronic delivery and signature of documents at any time by providing prior written notice. However, if you revoke your consent, your access to the Services may be restricted or terminated.

### **3. DEALING AND TRANSACTION**

- 3.1 Each Transaction executed through the Services is also subject to the Primary Agreements between Parties that applies to the relevant Transaction(s). If there is a conflict between these Terms and the terms of the Primary Agreements, the Terms shall prevail over when it is related to the Services.
- 3.2 The Client acknowledge and understand the risk associated with using the server based price triggered STOP orders and assume the responsibility of checking that the Transaction is properly triggered. The Company has strongly advised the Client to check the status of such Transaction after the close of the respective market(s), at all times.
- 3.3 The Company has no obligation to accept or execute or cancel, all or any part of a Transaction that the Client seek to execute or cancel through the Equipment and/or Service. The Company, in its sole and absolute discretion, determine to execute or reject such Transaction, and the Client shall remain liable for any part of the Transaction(s) executed prior to such notice from the Company. Without limitation of the foregoing, the Company has no responsibility for transmissions that are inaccurate or not received, and may execute any Transaction on the terms actually received by the Company.
- 3.4 The Client may receive a written or electronic acknowledgement of the status of each Transaction executed through the Equipment of the Services in addition to any written or electronic confirmation of the execution of the Transaction (“**Confirmation**”). If there is a conflict between the terms of any Confirmation and (i) these Terms, or (ii) the acknowledgement, the terms of the Confirmation will prevail. Execution terms as reflected in such an acknowledgement or Confirmation or in execution reports are subject to adjustment for errors, including but not limited to errors on the part to which the Transactions were routed.
- 3.5 Unless except it is permitted by the Company in writing, the Client will use the Services and enter into Transactions solely for its own benefit and will not use the Services on behalf of third parties. The Company may engage in dealings reflected on the Services for its proprietary accounts and on behalf of accounts under its management, which could affect the value or terms of Transactions and may enter into Transactions at prices different from the prices reflected.
- 3.6 The Client acknowledge that the status for all Transaction could be unknown when the Equipment and/or Services experiences major outage/disruption, and the Client should contact the Company’s Dealing Desk for confirmation regarding such Transaction.

### **4. COMPLIANCE, RIGHT OF INSPECTION AND AUDIT**

- 4.1 Either Party may disclose such information as it considers necessary or advisable to comply with Applicable Laws or in connection with any actual or potential proceedings or the inquiries of any Service Provider / regulatory authorities.
- 4.2 The Client agrees that the Company may cancel or amend its Services and/or close out open Transaction (when required) by Applicable Laws or to comply with the limits we impose.
- 4.3 The Client shall have adequate arrangements to monitor use of the Services, and acknowledge that the Company may monitor the usage of such Services for the reporting, inspection and auditing purposes.

- 4.4 When the Company provide the Direct Electronic Access service, the Company is responsible for ensuring that the Client comply with the requirements of Applicable Laws. The Client acknowledges and agrees that such responsibility shall not affect the contractual rights and obligations between the Parties in respect of the usage of the Direct Electronic Access service.

## **5. DATA AND INFORMATION**

- 5.1 The Client will supply all information that the Company may reasonably request in writing concerning the usage of the Services. The Client and its Authorized Users will also assist, provide and obtain any consents that the Company may reasonably request in connection with the provision of information, and may report such information to regulatory authorities or Service Providers, as the Company determine in its sole discretion to be necessary. The Client shall consent and agree to comply with any of the privacy policies and procedures that the Company provides.
- 5.2 Each Party may record communications relating to the Terms and use them as evidence in any dispute. At the Company's reasonable request, the Client will provide a list of its Authorized Users, necessary details and updates of the list. The Client acknowledge that the Company, in its sole and absolute discretion, may deny access to any or part of the Services to any Authorised Users of the Access Methods.
- 5.3 With respect to any market data or other information that the Company or any Service Provider provide to the Client in connection with the use of the Services,:-
- (a) neither the Company nor any such Service Provider is responsible or liable if any such data or information is inaccurate or incomplete in any respect;
  - (b) neither the Company nor any such Service Provider is responsible or liable for any actions that the Client take or do not take based on such data or information;
  - (c) the Client will use such data or information solely for the purposes set forth in this Agreement and any Primary Agreements;
  - (d) such data or information is proprietary to the Company and any such Service Provider, the Client will not retransmit or disclose such data or information to person except otherwise agreed or as required by Applicable Laws; and
  - (e) the Client will use such data or information strictly and solely in compliance with Applicable Laws, at all times.
- 5.4 E-mail, chat and instant messaging features may be provided to the Client as a convenience to enhance the communications between the Parties. The Client will use these features in compliance with all Applicable Laws and shall not use them to transmit inappropriate information, including information that may be deemed obscene, libellous, harassing, fraudulent or slanderous. Neither the Company nor Service Provider is responsible for any Transactions which the Client may attempt to enter, or orders or instructions you may attempt to make by means of these Services. The Services and all information on the Services are proprietary and confidential to the Company or any Service Providers. Except as required by Applicable Laws, the Client and its officers will hold the Services and such information in strict confidence and not disclose them to any person or use them for any purpose not contemplated by this Agreement.

## **6. SERVICES FEES**

- 6.1 Unless otherwise communicated by the Company, the Client will make payment of the Fees for all necessary Services, in accordance with the required charges and billing cycle published in Appendix 2. The Fees are subjected to modification by the Company from time to time, without prior notice to the Client.
- 6.2 The Company reserves the rights to impose charges on any complimentary Services.
- 6.3 Any fees payable by the Client shall be deduced from its trading account. The Company may set-off from the Client's accounts with us for any fees, taxes, loss, damage or expense suffered by the Company, as a result of the provision and/or the use of Services.
- 6.4 Upon any unsuccessful deduction in the trading account, the Client understands and acknowledges that the Company may exercise its discretion, to immediately terminate and/or suspend the provision of any Services to Client. Any re-activation of the Services may be subjected to additional fees and approval from the Company.

## **7. TERMINATION**

- 7.1 Subject to the terms and conditions of respective Service Providers, either Party may terminate the Terms and/or Services without penalty by providing a written notification to the other party. Such notice may not constitute the termination of the entire Terms and/or Services, and it does not automatically terminate the Primary Agreements.
- 7.2 Parties agree that the Terms may be terminated by the relevant Service Provider, effective immediately upon giving notice of termination to the Company, without cause or where the acts or omissions of the Client has given rise to such right to terminate this Agreement pursuant to its terms.
- 7.3 The Terms and/or Services may be immediately suspended and/or terminated by the Company and without notice, if the Client:
- (a) at any time, fails to, abide any terms of the Company or Service Provider, obtain or secure any required license or other arrangement as contemplated;

- (b) fails to meet any reporting requirement or fails to comply with the obligations set out in these Terms;
- (c) uses, disseminates, distributes, publishes, displays or otherwise discloses any market data in contravention of the Terms;
- (d) reason to suspect non-compliance with any terms;
- (e) has insufficient funds and unable to make payment relating to the Services;
- (f) does not have trading activity or abuses the provision of such Services, as determined by the Company;
- (g) ceases to conduct itself or its business substantially as presently conducted;
- (h) engages in any trading activity or Transaction that the Company, in its sole discretion, determines to have been done excessively without a legitimate intent by the trading party to profit from market movements or to have been done while relying on price latency or arbitrage opportunities; or
- (i) becomes insolvent, makes an assignment for the benefit of its creditors, is unable to meet its debts as they mature or makes an admission in writing to that effect, or files or suffers to be filed against it any petition under any provision of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt or any similar Law, which petition, if filed against the Client, shall remain undismissed for a period of 30 days or more.

7.4 The Company reserves the rights to deactivate the Client's access to the Services when there is no trading activity conducted by the Client within the prior 2 calendar months.

7.5 Termination of the Terms shall not terminate or otherwise modify Parties' obligations (if any) with respect to any liability or matter arising under the Terms prior to the date any such termination is effective. Without limiting the foregoing, the Client shall remain liable for all fees and expenses payable to the Company and/or Service Provider for any relevant cancellation or notice period for the provision of the Services hereunder.

7.6 Following termination of the Terms, each Party shall, upon written request of the other Party, promptly return and/or destroy all Confidential Information.

## **8. RISK STATEMENTS**

8.1 The Client hereby represents and declares that it understands and accepts the following associated with trading using the Services:

- (a) that the Equipment may differ from traditional open outcry pit trading, and that Transactions undertaken using an electronic system are subject to the Applicable Laws of the exchange(s) offering the system and/or listing the contract. In this connection, the Client hereby undertakes, prior to engaging in such Transactions to familiarise itself with, and from time to time to keep itself updated on, the Application Laws of the relevant exchange(s) offering the system and/or listing the relevant contracts of the Capital Market Products, and to understand, among other things, the system's order matching procedure, opening and closing procedures and prices, error trade policies and trading limitations or requirements; and
- (b) trading through an electronic trading or order routing system exposes the Client to risks associated with system or component failure. Such system or component failure may result in the inability to enter new Transactions, execute existing Transactions, or modify or cancel Transactions previously entered, as well as a loss of Transactions or order priority.

8.2 The Company may, through the Services, provide quotes on prices at which the Company may be prepared to transact with the Client. The Client acknowledges that it is possible that errors may occur in any such prices so quoted by the Company. In such circumstances, without prejudice to any rights it may have under statute or common law, neither Party will be bound by any Transaction purported to have been entered into (whether or not confirmed by the Company) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at the time of the Transaction. The Party asserting that such Transaction is avoided under this Clause shall give notice to the other within 7 Business Days of the Transaction. If the Client gives notice to the Company under this Clause, the Company shall determine, acting reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, the Company does not accept any liability for any loss or damage suffered as a result of the Client's reliance on a price which the Client knew, or ought reasonably to have known, to be materially incorrect.

8.3 Market conditions or operations of the rules of certain markets may increase risk of loss by market conditions making it difficult or impossible to effect transactions or liquidate or offset positions. Such risk of loss increases when the Client have positions.

8.4 Any information, data or services provided through the Services should not be relied upon in relation to any investment decision, trading activities or Transaction placed by the Client who shall, at all times, rely on its own assessment and judgement in respect of any investment decision or proposed Transaction.

8.5 The Company shall retain the right to decline providing the Client with any Services where the Company has reasons to believe that such Client do not intend to use our Services responsibly.

8.6 In the event of switching trading platform, the Client agrees and acknowledges the cancellation of all working and/or ongoing transactions. For all Forex (“FX”) / Precious Metals and/or Contracts for Differences (“CFDs”), the Client is required either to close such open positions or the working day orders which are not concluded by 5:00am SGT (during US daylight saving time) or 6:00am SGT (during US non-daylight saving time shall be automatically cancel by the system, in order to facilitate the switching of platform.

8.7 The Client understand and acknowledge that the usage of mobile trading app and/or any web terminal to perform Transactions or Services provided by the Company may incur data download cost from its mobile service provider. A suitable mobile data package plan is strongly recommended to minimise unnecessary costs from the telecom provider. Trading in mobile devices and web based terminal is subjected to network connectivity in the vicinity. The Company is not liable for any delay or price error in any trade execution due to network latencies. In times of uncertainties, kindly seek advice from the helpdesk/dealing departments on the status of order.

## **9. WARRANTIES, DISCLAIMER AND LIMITATIONS**

9.1 The Company, as appropriate and to its best ability, will take reasonable steps to reconcile the difference as appropriate when the account of Clients and the content displayed on the platform fall out of sync due to possible technical error. The Company shall not be liable for claims arising from the use of all order types and/or any loss occurred from system outages. The Client is reminded of the risks exposures associated with the system including the failure of hardware and software at all times. The result of any system failure may be that the order is either not executed according to the instructions or is not executed at all.

9.2 All Services are “as is, as available”. The Company and its affiliates disclaim all representations and warranties. The Company **do not represent or warrant** that the Services, in whole or in part, will be uninterrupted, reliable, complete, accurate or suitable for any purpose or make any warranty as to the results that may be obtained from the use of the Services, including but not limited to any investment advice and/or access to information (which in any event are available subject to relevant accompanying restrictions and/or disclaimers) and/or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.

9.3 Without prejudice to any rights that the Client may have at law which cannot legally be excluded or restricted, the Company will not be responsible for any loss suffered arising from or in connection with the use of Services even if the Company are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense. In particular, the Company will not be liable to for any loss as a result of:

- (a) any Services not being available due to system maintenance or breakdown/non-availability of any network or Equipment;
- (b) the non-delivery, delayed delivery, misdirected delivery or the non-receipt of any Services;
- (c) any non-processing or delay in processing of electronic orders / instructions by the Company or by any Service Provider through whom such Transaction are transacted;
- (d) inaccurate or incomplete content, reliance on or use of the information provided on any channel for any purpose;
- (e) any disclosure of any Information which the Client have consented to the Company collecting, using or disclosing or where such collection, use or disclosure is allowed under the Applicable Laws in Singapore;
- (f) any unauthorised and/or unlawful access to the Company’s machines, data processing system or transmission link; or
- (g) any event outside our control and/or act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors.

9.4 The Company will not be liable for any losses in connection with the Service and Terms, unless they arise directly from our gross negligence, wilful default or fraud. The Client must reimburse the Company for any losses incurred in connection with (a) its breach of the Terms or terms of applicable exchange(s); (b) the use of the Services; or (c) the Company following or giving effect to its instructions, unless arising directly from our own gross negligence, wilful default or fraud.

9.5 All price quotations of any Capital Market Products on the platform which are derived from quotes made available to the Company by multiple liquidity providers or Service Providers. During platform open and closure times, there could be illiquidity that results in widening of price spreads. For this reason, the Company reserves the rights to conduct price matching suspensions after platform opening and before platform closure.

9.6 The Company shall not be under any obligation to review the status of the account of Client for compliance with any applicable margin requirements. Notwithstanding this, the Company may, in its sole and absolute discretion, review the account status for the purposes of ensuring compliance with any applicable margin requirements provided that the Company shall bear no liability whatsoever for any such review.

## **10. MISCELLANEOUS**

10.1 Parties agree and acknowledge that the Company is entitled to, at any time, amend, vary or supplement any of the Terms from time to time. The Client shall regularly refer to [www.phillipnova.com.sg](http://www.phillipnova.com.sg) for the latest Terms or contact us at (65) 6538 0500 to enquire.



- 10.2 The rights and remedies of Parties under the Terms are cumulative and are without prejudice and in addition to any rights or remedies which Parties may have at law or in equity, and no exercise by a Party of any one right or remedy at law or in equity, shall (save to the extent, if any, provided expressly in the Terms, or at law or in equity) operate to hinder or prevent the exercise of any other right or remedy by that Party.
- 10.3 No delay or omission on the part of the Company in exercising any of its right, power or remedy provided by law or under the Terms herein, or partial or defective exercise thereof, shall operate as a waiver, impair or prevent further or other exercise of such right, power or remedy. No waiver by the Company of any breach committed by the Client, shall be construed as a waiver of a future breach of such similar obligation or as authorizing a continuation of such particular breach, unless expressly agreed in writing by the Company.
- 10.4 The Client acknowledges that the Terms and Appendixes have been provided based on the Company's current understanding of the requirements of the Service Providers or exchanges, as of the above Effective Date. The Company is under no obligation to update any information, and it shall remain its sole responsibility to monitor its compliance with the Applicable Laws and procedures.
- 10.5 If there is a conflict between the Terms and any Primary Agreement relating to the receipt and use of Services, the material provisions agreed herewith shall prevail. If, for any reason, one or more provisions of the Agreement or part thereof is held invalid, the other provisions of the Agreement, or parts thereof, shall remain in full force and effect.
- 10.6 The illegality, invalidity or unenforceability of any provision within the Terms herein or any part thereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision herein.
- 10.7 Parties acknowledge and agree that relevant Service Providers and/or exchanges, are an intended third party beneficiary to the Agreement, and may enforce all of the terms hereunder that are expressed to confer protection from liability.
- 10.8 The Terms is governed by and construed in accordance with the Laws of Singapore. Parties submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore, and the Client waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum.

#### DECLARATION & SIGNATURE

By signing and submitting, I/We hereby declare and certify (1) the accuracy of all information provided and (2) agree and acknowledge to the following Terms:

- (a) I/We are applying for Phillip Nova trading platform with the Company;
- (b) I/We read all prevailing Primary Agreement, the Terms and other applicable terms and conditions in relation to the access and use of such trading platform and Services;
- (c) The Company reserves the rights to revise the Terms, from time to time; and
- (d) I/We shall keep updated on all Terms (including subsequent revision) by regularly accessing the website of the Company.

<p><b>Name and Signature of Applicant / Authorised Signatory</b>  <b>Date:</b>  <b>**Designation:</b>          **For Corporate Account Holder only.</p>	<p><b>Name and Signature of Applicant / Authorised Signatory</b>  <b>Date:</b>  <b>**Designation:</b>          (Kindly assist to strike off this box if it is not required).</p>
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#### FOR OFFICIAL USE ONLY -

<b>1 Sales Channel</b> All Procedures, Terms & Conditions for signing up of platform/service have been clearly communicated to the Customer.	<b>2 Marketing Department</b> Verified By: Name / Signature / Date	<b>Account Type: Individual / Joint / Corporate</b> <b>Account Number:</b>
Name / Signature / Date	Approved By: Name / Signature / Date	<b>Remarks (If any):</b>

## **APPENDIX 1 – USER GUIDE FOR PHILLIP NOVA**

1. For recommended system requirements, please refer to the Platform section in [www.phillipnova.com.sg](http://www.phillipnova.com.sg) for more details.
2. Please feel free to email us at [novatech@phillip.com.sg](mailto:novatech@phillip.com.sg) or contact the various departments on the following issues/enquiries:

Platform / System Enquiries		Dealings / Transactions / Trades related Enquiries	
Client Service Desk	(65) 6538 0500	Futures/Stocks	(65) 6535 1155
IT Support Desk	(65) 6597 3241	CFDs / FX / Precious Metals	(65) 6536 7200

3. The Client agrees and acknowledges the additional terms and conditions (subjected to changes from time to time) of the Service Providers when indicating and selecting Phillip Nova trading platform in the application form. Furthermore, the Client shall keep updated on all terms (including subsequent revision) of the Company, Service Providers, trading platforms and exchange(s) by regularly accessing to the respective website.

1. The username will be sent to the registered email address of the Client. To activate the login, kindly click on the URL received in the email to enter Phillip Nova login page and use the 'Forgot Password' function to set a password. The login will be activated once password has been set successfully.
2. The Client is required to set a password that meets **at least 3 of the following criteria**:
  - a. English upper case characters (A...Z)
  - b. English lower case characters (a...z)
  - c. Numeric character (0...9)
  - d. Non-alphanumeric characters (e.g. !, @, #, \$, %, ^, &, ?, \*, etc.)
3. A confirmation message will be sent to the Client upon the completion of setting the password. The Client will be prompted to log in with the new password.
4. Password will expire after 90 days.
5. The Company will not be liable for claims arising from the use of all orders types available in the platform.
6. Open Position price and last price indicated on Position tab are indicative only. For full details of the trades, please refer to the statement sent on the following day.
7. For ICE exchanges contracts which trading hour ends at 7am Singapore time, the day orders not done by 6.10am SGT, will be flushed out from the system. The removal of such orders will be 1 hour earlier during US Daylight Savings period.
8. The price displayed on the chart for FX / Precious Metals / CFDs is based on Bid price.
9. The platform allows trading of FX from 1K, Gold from 1 troy ounce and Silver from 50 troy ounces onwards.
10. This platform can be accessed via any HTML5 supported web browser. The mobile app is available as a supplementary platform for its users, and downloadable via the Apple Store or Google Play Store. The user ID and password for mobile app is the same as Phillip Nova.

## **APPENDIX 2 – MARKET DATA SUBSCRIPTION FEES**

1. The market data fees (as applicable) will be deducted from the Client's account with the Company at the beginning of each month, in full and monthly basis. For users of Phillip Nova platform, the market data fees (as applicable) will be deducted from the Client's account with the Company on the same day of commencing the platform & market data subscription.
2. Regardless of the date of subscription, the market data fees will be charged in full. The Client understand that such fees will not be prorated, and any fees deducted for a new subscription month is non-refundable.
3. To terminate or amend the market data subscription, the Client can do so via its Client Portal "Add/Remove Exchanges" module. Alternatively, the Client may send an request using its registered email address to [nova@phillip.com.sg](mailto:nova@phillip.com.sg) at least 2 weeks prior the next billing cycle.
4. The monthly market data fees are as follows:

Last updated as of 29 Apr 2024

Exchanges	Non-Professional	Professional
<b>Futures / Options</b>		
APEX	Waived	Waived
BMD	Waived	Waived
CBOE	USD 4.00	USD 19.00
CME	Waived	USD 139.00
CBOT	Waived	USD 139.00
NYMEX	Waived	USD 139.00
COMEX	Waived	USD 139.00
CME Group Bundle	Waived	N.A
DME	Waived	USD 105.00
DGCX	USD 58.00	USD 58.00
EUREX (Non-Asia Pacific Countries/Regions)	EUR 13.00 (Waived for Nova platform)	EUR 75.00
EUREX (Asia Pacific Countries/Regions)	EUR 1.50 (Waived for Nova platform)	EUR 75.00
HKEX Derivatives (Asia Countries/Regions)	Waived	Waived
HKEX Derivatives	HKD 100.00	HKD 100.00
HNX	USD 14.00	USD 14.00
ICE Canada	USD 42.00	USD 42.00
ICE EU (Commodities)	USD 146.00	USD 146.00
ICE EU (Financials)	USD 127.00	USD 127.00
ICE SG	Waived	Waived
ICE U.S.	USD 135.00	USD 135.00
JPX (OSE & TOCOM)	Waived	USD 10.00
LME L1 (Asia Countries/Regions)	USD 1.50	USD 40.00
LME L2 (Asia Countries/Regions)	USD 1.50	USD 100.00
LME L1	USD 40.00	USD 40.00
LME L2	USD 100.00	USD 100.00
SGX Derivatives	Waived	Waived
SGX-NSE IFSC	Waived	Waived
TFEX	Waived	Waived
TAIFEX	EUR 4.00	EUR 30.00
<b>Equities / Stocks</b>		
AMEX EIP & SIP (Level 1)	Waived	USD 8.00
HKEX Equities EIP & SIP (Level 1)	HKD 145.00	HKD 145.00
HKEX Equities EIP & SIP (Level 2)	HKD 240.00	HKD 240.00
KLSE EIP & SIP (Level 1)	Waived	USD 20.00
KLSE EIP & SIP (Level 2)	USD 2.00	USD 29.00
NASDAQ EIP & SIP (Level 1)	Waived	USD 16.00
NYSE EIP & SIP (Level 1)	Waived	USD 8.00
SGX Equities EIP & SIP (Level 1)	Waived	Waived



SGX Equities EIP & SIP (Level 2)	SGD 24.00	SGD 24.00
SZSH (SSE & SZSE) EIP & SIP (Level 1)	Waived	Waived
TSE EIP & SIP (Level 1)	Waived	USD 18.00
<b>CFDs</b>		
CFD Crypto	Waived	Waived
CFD Index		
CFD SGX Shares		
CFD HKEX Shares		
CFD US Shares		USD 32.00

**Note:**

- For Futures/Options and Equities/Stocks Data:
  - L1 Market data contains best Bid and Ask prices, corresponding volume, and basic market information.
  - L2 Market data contains L1 data and market depth up to 10 levels of Bid and Ask.
- In the event where the Client intend to use Semi-Automated Trading Systems - the non-display use of information - provided and defined by the CME Group (ie. CBOE, CME, CBOT, NYMEX, COMEX), the Client acknowledges and duly agrees to all its requirement and obtain the license directly from CME Group prior to requesting the access for such non-display use through semi-automated trading systems.
- Asia Countries/Regions are determined by respective exchanges.
- Fees stated above excludes any prevailing taxes.
- Fees will be billed and charged in the respective currencies (i.e. AUD, EUR, HKD, SGD and USD) as stipulated above. The Client shall ensure that its account have sufficient amount in the respective currencies, in order to prevent currency deficit interest charges.
- Eligible Non-Professional Subscribers using Phillip Nova Trading Platform, will be granted access to the following markets
  1. Futures/Options: CME Group, Eurex, JPX (OSE & TOCOM), SGX and TFEX
  2. Equities/Stocks: KLSE L1, SGX Equities L1, SZSH (SSE & SZSE) L1, TSE L1, US Stocks L1
  3. CFDs: Crypto, Index, HKEX Shares, SGX Shares and US Shares
- The Company reserves the rights to amend/modify the fees and/or impose fees on any market data that is waived, from time to time without prior notice to the Client.
- The Company strongly encouraged the Client to regularly refer to [www.phillipnova.com.sg](http://www.phillipnova.com.sg) or contact us at (65) 6538 0500 to enquire on the latest information.