

REFER-A-FRIEND PROMOTION

TERMS AND CONDITIONS

Phillip Nova Pte. Ltd. (**PNPL**) is conducting a Refer-A-Friend Promotion (**Campaign**). By participating in the Campaign, you agree to be bound by the Terms and Conditions (**Terms**) and any such variation that PNPL has published on its Website. PNPL is regulated by the Monetary Authority of Singapore.

This Campaign is applicable to any existing client (**Existing Client**) who successfully refer new individual clients (**Referral Client**) to open a <u>Multi Asset and/or Forex and CFD account</u> with PNPL during the Campaign Period. Upon a successful referral, the existing client will be eligible for the referral benefit indicated below.

Campaign Period

 This is an ongoing campaign with no fixed end date. Phillip Nova reserves the right to terminate or modify the campaign at any time without prior notice.

Eligibility of Existing Client

- 2. This Campaign is open to all existing individual clients. Corporate clients will not eligible.
- 3. Individuals who are not eligible to participate in this Campaign, include:
 - (a) Individuals who do not have a trading account with PNPL;
 - (b) Existing Clients with trading accounts that have been closed/suspended/terminated and/or have yet to commence trading, at the time of crediting;
 - (c) Employees of PNPL and their immediate family members or PNPL's business affiliates; or
 - (d) Existing Client who do not have a positive balance in their trading account during the Campaign Period.

Eligibility of Referral Client

- 4. The following requirements must be satisfied in order for the Existing Client to be eligible for the Referral Benefit:
 - (a) The Referral Client must submit the online Account Opening Application form using his friend's (Existing Client) unique referral link or indicate his friend's full name/account number on PNPL's online Account Opening Application form (on page 3). No subsequent claim for Referral Benefit will be entertained/allowed if the full name or account number is not indicated in the Account Opening Application form upon its submission, if a unique referral link is not used;
 - (b) The Referral Client will need to successfully open a PNPL's trading account in his/her own name or jointly with another individual who is currently not an Existing Client. For the avoidance of doubt, PNPL has sole and absolute discretion to approve or reject any account opening application without providing any reason, notice or assuming any liability to any Person;
 - (c) The Referral Client meets all applicable onboarding requirements, including but not limited to KYC and AML requirements;
 - (d) For Regular Client Referral-The Referral Client must execute at least one trade (including Stocks,



ETFs, Futures, Forex, CFDs, Precious Metals, DLCs, or Structured Warrants) on their trading account within thirty (30) days of account activation date. or

For **Accredited Investor Client** Referral – The Referral must opt-in as an Accredited Investor via the Client Portal, obtain approval as an Accredited Investor with PNPL, and deposit a minimum of SGD 250,000 into their trading account within thirty (30) days of account activation.

- (e) The Referral Client must not make any withdrawals for a period of thirty (30) days from the account funding date; and
- (f) The Referral Client's trading account must maintain valid (not closed/suspended) at the time of crediting the Referral Benefit.
- 5. The Referral Client must not be:
 - (a) An Existing Client of PNPL or its business affiliates;
 - (b) A sole proprietorship, company, partnership and Corporate entity;
 - (c) Existing Client who opens an additional Multi Asset / Forex or CFD account;
 - (d) Employees of PNPL and their immediate family members or PNPL's business affiliates; or
 - (e) Sales personnel, Remisier or Introducing Broker who enjoys other referral schemes provided by PNPL or any entity of the PhillipCapital Group.

Referral Benefit

6. For each successful referral, the existing client will receive **either** the Regular Client Referral Reward **or** Accredited Investor Client Reward as stated in the table below.

Trading Account	Regular Client Referral Reward for Existing Client	Accredited Investor Client Reward for Existing Client
Multi Asset	SGD 88	SGD 388
Forex and CFD	USD 66	USD 286

- 7. In the scenario where the Referral Client signs up for both Trading Accounts at the same time, the Existing Client will only be eligible for the reward of the Multi Asset account.
- 8. Upon satisfying the requirements for the Terms of this Campaign, PNPL will credit the reward amount into the Existing Client's respective trading account within 45 calendar days.
- An Existing Client may only be rewarded for <u>up to 10 successful Referral Clients in a calendar month</u>. Where an Existing Client has exceeded this cap, any subsequent referral made by the Existing Client will not be eligible for the reward. PNPL, at its sole discretion, may amend this cap without notice from time to time.
- 10. PNPL, in its sole and absolute discretion, reserves the right to prohibit any Existing Client/Referral Client from participating in any aspect of the Campaign if PNPL deems or suspects that they have attempted to engage in any of the following:
 - (a) Act in violation of the Terms and/or any applicable laws;
 - (b) Abusing, damaging, tampering with or corrupting the operation of the Campaign; or



- (c) Suspicious activity, deemed in PNPL's sole discretion, to be generally inconsistent with the intended operation of the Campaign.
- 11. If any Existing Client/Referral Client is found to be ineligible for the Campaign for any reason, PNPL is entitled to at any time to (a) forfeit, withdraw or withhold the reward amounts; or reclaim, clawback or deduct the reward amount from the trading account. In such an event, no person shall be entitled to any payment or compensation from PNPL.

Limitation of Liability

- 12. By entering this Campaign, all Participants agree to release, discharge, and hold PNPL and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Campaign or any Campaign-related activities and the acceptance and use, misuse, or possession of any reward hereunder.
- 13. Participant agrees to indemnify PNPL against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which PNPL may suffer or incur or which may be made, instituted or asserted against PNPL arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by Participant in connection with this Campaign.
- 14. PNPL shall not assume any liability for any loss incurred or suffered by any person in connection with the Campaign, howsoever arising, including without limitation, any error in computing trades and trade commissions, and any subsequent changes to commission prices. Trading in financial instruments carries various risks and is not suitable for all investors. It is possible to lose more than your initial investment.
- 15. If any Existing Client/Referral Client is found to be ineligible for the Campaign for any reason, PNPL is entitled to at any time to (a) forfeit, withdraw or withhold the reward amounts; or reclaim, clawback or deduct the reward amount from the trading account. In such an event, no person shall be entitled to any payment or compensation from PNPL.

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- 17. Participant agrees to indemnify PNPL against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which PNPL may suffer or incur or which may be made, instituted or asserted against PNPL arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by Participant in connection with this Campaign.
- 18. PNPL shall not assume any liability for any loss incurred or suffered by any person in connection with the Campaign, howsoever arising, including without limitation, any error in computing trades and trade commissions, and any subsequent changes to commission prices. Trading in financial instruments carries various risks and is not suitable for all investors. It is possible to lose more than your initial investment.



Data Protection

19. By participating in the Campaign, Participants agree to (i) the collection, use and disclosure to third party service providers by PNPL, of any personal data provided by Participant to PNPL in conjunction with the Campaign, for such purposes as PFPL deems reasonably necessary for the administration and management of the Campaign; and (ii) receiving promotional, marketing and other publicity information from PNPL from time to time.

Miscellaneous

- 20. No content on this Campaign or its advertisement shall be considered an offer or solicitation for the purchase or sale of any futures, financial or investment products. All information and data, if any, are for reference only and past performance should not be viewed as an indicator of future results. No content on this Campaign shall be considered as an opinion or recommendation.
- 21. Unless otherwise permitted by PNPL, Participants of the Campaign may not be eligible to participate in any other ongoing similar campaigns by PNPL concurrently.
- 22. PNPL has sole discretion to determine cases of suspected abuse, fraud, or breach of the Terms or intent of the Terms. PNPL shall have the final decision and not obliged to provide reasons for the same.
- 23. PNPL reserves all rights to revise, alter or delete any Terms in the Campaign at any time without prior notice to Participant; including but not limited to, and the right to postpone, temporarily halt, or terminate this Campaign, or adjust the Referral Benefit, type and distribution of this Campaign, at any time and in its sole and absolute discretion. All Existing Clients / Referral Clients shall be bound by such variations, amendments, deletions and/or additions. PNPL shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Campaign.
- 24. The Terms should be read in conjunction with the terms and conditions stipulated in Customer Trading Agreement, Product Disclosures, and Risk Warnings available at the website. In the event of any inconsistency between these Terms and any advertising, promotional, publicity and other materials relating to or in connection with the Campaign, these Terms herein shall prevail. PNPL has the right to the final interpretation of these Terms. In the event of any dispute, the decision of PNPL shall be final and binding and no further correspondence will be entertained.
- 25. A person who is not a Participant governed by these Terms shall have no rights under Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any Terms of this Campaign.
- 26. This Campaign and the Terms shall be governed by Laws of Singapore and each Participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.