

Corporate Account Warranty

To: CIMB Bank Berhad, Singapore Branch ("Bank")

Date:

1 | Business Particulars

Registered Name ("Client"):

Registered Address:

2 | Disclosure of Personal Data in Accordance with the Singapore Personal Data Protection Act

- A. As part of the commercial relationship and business dealings between Client and CIMB Bank Berhad ("CIMB"), it is envisaged that there will be disclosure of personal data of certain individuals by Client to CIMB.
- B. This document serves to record the agreement between Client and CIMB relating to the obligations of Client when disclosing personal data to CIMB pursuant to the Singapore Personal Data Protection Act 2012 ("PDPA").
- C. Client hereby represents, undertakes and warrants that:
- i. for any personal data of individuals that Client will be or is disclosing to CIMB, that Client would have prior to disclosing such personal data to CIMB obtained the appropriate consent from the individuals whose personal data are being disclosed, to:
 - permit Client to disclose the individuals' personal data to CIMB for the Purposes; and/or
 - permit CIMB and its related corporations (in Singapore and/or elsewhere) to collect, use, disclose and/or process the individuals' personal data for the Purposes;
 - ii. any personal data of individuals that Client will be or is disclosing to CIMB are accurate. Further, Client shall give CIMB notice in writing as soon as reasonably practicable should it be aware that any such personal data has been updated and/or changed after such disclosure;
 - iii. it shall give CIMB notice in writing as soon as reasonably practicable should it be aware that any individual above has withdrawn such consent as set out at sub-clause C(i). Without prejudice to CIMB's other rights under law and/or the agreement(s) between Client and CIMB, upon the receipt by CIMB of the said notification, CIMB shall have the right to discontinue or not provide any of its services and/or products that are linked to such personal data; and
 - iv. it shall otherwise assist CIMB to comply with the PDPA and all subsidiary legislation related thereto.
- D. For the purposes of this document, "Purposes" shall refer to one or more of the following purposes:
- i. processing Client's enquiries and application for account opening, credit, services and products by CIMB, as well as services and products by other external providers provided through CIMB;
 - ii. providing Client with the services and products of CIMB, as well as services and products by other external providers provided through CIMB;
 - iii. administering and/or managing Client's relationship and/or account(s) with CIMB;
 - iv. carrying out Client's instructions or responding to any enquiries by Client;
 - v. carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by CIMB;
 - vi. dealing in any matters relating to the services and/or products which Client are entitled to under the agreement(s) between Client and CIMB (including the printing of credit cards and the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to Client, which could involve disclosure of certain personal data to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
 - vii. the recovery of any and all amounts owed to CIMB;

- viii. the process of reviewing and approving credit and approving the account(s), and the conduct initial and anticipatory of credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
 - ix. preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to Client's application or any other matter relating to Client's account(s), and whether or not there is any suspicion of the aforementioned;
 - x. managing CIMB's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by CIMB, including those relating to auditing, finance and accounting, billing and collections IT systems, data and website hosting, training, testing, business continuity, and records, document and print management; and/or
 - xi. complying with applicable law in administering and managing Client's relationship with CIMB.
- E. Notwithstanding anything to the contrary, Client undertakes to indemnify and at all times hereafter to keep CIMB and its related corporations (together with their respective officers, employees and agents) (each an "Injured Party") indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including Client or its agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:
- i. any breach of any of the provisions in this document; and/or
 - ii. any action or omission by Client, that causes CIMB and/or any of its related corporations to be in breach of the PDPA.
- F. This document shall be governed by and construed in accordance with the laws of Singapore.

Client has read and hereby agree to the above.

Signature of Approving Person

Name:

NRIC/Passport No.:

Designation:

Signature of Approving Person

Name:

NRIC/Passport No.:

Designation:

Signature of Approving Person

Name:

NRIC/Passport No.:

Designation:

Signature of Approving Person

Name:

NRIC/Passport No.:

Designation:

| FOR BANK USE ONLY | | |
|--|------------------------------------|--------------------------------------|
| Attended By (Name & Signature of Staff): | Input By (Name & Signature of RM): | Checked By (Name & Signature of TL): |
| Date: | Date: | Date: |
| Remarks: | | |