

Strictly Private and Confidential

# **SME Application Form**

Conventional Financing	SME BizGrow	SME BizGrow-ESG						
Islamic Financing	SME BizGrow-i	SME BizGrow-ESG-i						
1   Business Entity								
Registered Name/Account Hol	Registered Name/Account Holder:							
Business Registration No./Unique Entity Number (UEN)/Certificate of Incorporation:								
Constitution Type/ Business Classification:	Sole Proprietorship Partnership/Limited Partnership Others (Please specify):		Limited Company Liability Partnership					
Country of Incorporation:	Singapore	Others (Please specify)	:					
Business Commencement Da	te (DD/MM/YYYY):	GST	Registered: Yes No					
Registered Business Address:	As per ACRA							
Mailing Address (Same as	registered address)							
Mailing Address (If different fr	om registered address):							
Business Activity (Please select Building & Construction F&B General Commerce Others (Please specify):	t one): Manufacturing Retail Transportation/Storage	Electronics Hospitality Logistics/Wareho	Professional Practices Services using					
Nature of Business:			No. of Employee(s):					
Contact Number: Office No.:		Fax No.:						
Email:								
Preferred Time to Call Keymar 9 a.m. – 12 p.m. 2 p Current Business Premises/Re	.m. – 4 p.m. 4 p.m. – 6 p.m.	Preferred La English	anguage: Mandarin Malay					
Free from encumbrances	° '	hly Loan/Financing Instal	ment): <b>S\$</b>					
Owned by related party	Rented (Monthly):	S\$						



# **Declaration by Applicant**

a.	More than 50% of the total turnover of the Company is derived from property-related	activities	Yes	No	
b.	More than 50% of the total assets of the Company comprises interests in or rights over immovable property situated in Singapore, excluding immovable property or any part thereof which is used: i. As premises for any business carried out by the Company ii. For the business of a hotel or hostel or iii. For community, charity or educational purposes			No	
c.	Latest year sales turnover		S\$		
d.	Latest financial accounts showing business is profit-making (EBITDA > S\$0)		Yes	No	
e.	Latest financial accounts showing business has positive networth (paid-up capital + retained	earnings)	Yes	No	
f.	For ESG application only:	Services:			_ (%)
	Services vs Goods Production as Proportion of Business Activity	Goods Prod	uction:		_ (%)

# 2 | Business Entity Trading Partners

Top 5 Suppliers	Country of Incorporation/ Business Operations	Top 5 Customers	Country of Incorporation/ Business Operations

3   Financing Required		
Facility Type:	SME BizGrow	CIMB BizAssist SME BizGrow-ESG Enterprise Financing Scheme - Working Capital Loan CIMB BizAssist-i SME BizGrow-ESG-i Enterprise Financing Scheme - Working Capital Financing
Loan/Financing Purpose:	Working Capital	Working Capital
Loan/Financing Amount (S\$):		
Loan/Financing Period (Years):		



4   Other Ba	NK BOLLOWIL	ngs/Financin	g				
Name of Bank/ Financial Institution	Facility Type*	Facility Limit (S\$)	Outstanding Loan/ Financing Amount (S\$)	Monthly Instalment <sup>(S\$)</sup>	Collateral	Collateral Value <sup>(S\$)</sup>	Moratorium (Yes/No & End Date)

\*Kindly also include borrowings/financings which are pending approval or pending acceptance.



# 5 Application For Corporate Account

#### Account opening not required

	Deposits Account Type	Currency Type
Non-Islamic Type	<ul> <li>Current Account (Non-Interest Bearing)</li> <li>BusinessGo Account</li> <li>SME Account</li> <li>Interest Current Account</li> <li>Fixed Deposit</li> <li>Others (Escrow, Campaigns and etc.)</li> </ul>	SGD USD* Other Foreign Currency Account* AUD, CAD, CHF, CNY, EUR, GBP, HKD, JPY, NZD *Not applicable to BusinessGo Account & SME Account
Islamic Type	Current Account-i (Non-Profit Bearing) BusinessGo-i Account SME-i Account Islamic Fixed Deposit Others (Escrow, Campaigns and etc.)	SGD USD* Other Foreign Currency Account** AUD, CAD, CNH, CNY, GBP, HKD, NZD *Not applicable to SME-i Account **Applicable to Islamic FD and Others
Purpose of Account(s)	Business Operations Others (Please specify):	Investment
Primary Source of Funds	Business Income Others (Please specify):	Capital Contribution
Signing conditions of Authorised Signatory(ies)	Single	Any Two Jointly

## Auto-Registration For CIMB PayNow Service

PayNow Service enables your company to pay and receive Singapore Dollar funds by linking your Unique Entity Number (UEN) issued in Singapore to your eligible Singapore bank account. A PayNow ID will be assigned to you which may consist of your UEN, your UEN combined with a 3 letter alpha numeric suffix or other combinations (whether assigned by you or by us) in order to complete your PayNow registration.

I/We acknowledge that my/our registration for the PayNow Service is subject to the eligibility of the Account(s), which shall be at the discretion of the Bank, and my/our successful registration for the CIMB BizChannel service.

I/We hereby agree to the auto-registration for CIMB PayNow Service unless I/we have indicated below our intention to opt out of this auto registration.

I/We would like to opt out of the auto-registration for the PayNow Service for the Account(s).

# **Service Notification**

Corporate E-alerts Service include:

- 1. Balance Alert at the start of the day
- 2. Minimum threshold amount to receive transaction notification:

Any	S\$1,000	S\$5,000	S\$10,000	S\$	

Note: For prevailing charges of Corporate E-Alerts Service, please refer to Corporate Pricing Guide available at www.cimb.com.sg

I/We would like to opt out from Corporate E-Alerts Service and I/we will monitor transactions without e-alert notifications via email and/or SMS.

#### **Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.



6	Particulars of Keyman/Guarantors/Authorised Personne	
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Note: To select only one (1) Keyman

Please incorporate our particulars contained in the NRIC/Passport copies provided by me/us.

# **Personal Particulars 1**

Name as per NRIC/Passport:			NRIC/Pass	port No.:	
Nationality:		Other Nationalities: No Yes, ple	ease specify:	Residency:	
Gender: Male Fema	Race: ale Chinese	Malay India	n Eurasian	Others (Please sp	pecify):
Date & Place of Birth	(DD/MM/YYYY)		(Country/Province	/State)	
Residential Address:					
Mailing Address (If di	fferent from Residenti	al Address):			
Ownership: Own	ned (Fully Paid)	)wned (Mortgaged)	Parents'	Rented at S\$ (Per Mon	th):
Type of Residence:					Length of Stay:
Landed	Private Apartment/Co	ndo Executiv	e Condo/HUDC	HDB	Year(s)
Relationship to Applic Director	cant: artner 📃 Sole Pro	prietor Shareh	older Others	(Please specify):	
Residential No.:		Mobile No.:		Office No.:	
Email Address:					
Appointment/Design	ation: Keyman	Guarantor	Approving Person	& Authorised Signato	ry
Authorised Contact:	Yes No				
	To receive email	for e-advice*	e-alert		
	To receive SMS fo	or e-alert			
U.S. Persons	U.S. Resident (Includi	ng a current work per	rmit) No	Yes, Tax No.:	
Declaration:	U.S. Citizen or a Citize	en of a U.S. Territory	No	Yes, Tax No.:	
	U.S. Permanent Resid	lent Card (Green Carc	l) holder 📃 No	Yes, Tax No.:	
	(Please include the 8	digit/letter U.S. Visa, v	vhere applicable):		

\*Only one Authorised Contact is allowed to receive e-advice.



Name as per NRIC/Pas	ssport:			NRIC/Passport No.:	
Nationality:		Other Nationalities: No Yes, ple	ease specify:	Residency:	
Gender: Male Fema	Race:	Malay India	n Eurasian	Others (Please s	pecify):
Date & Place of Birth	(DD/MM/YYYY)		(Country/Provinc	e/State)	
Residential Address:					
Mailing Address (If di	fferent from Residenti	al Address):			
Ownership: Owr	ned (Fully Paid)	) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) )	Parents'	Rented at S\$ (Per Mor	nth):
Type of Residence:					Length of Stay:
Landed	Private Apartment/Co	ondo Executiv	e Condo/HUDC	HDB	Year(s)
Relationship to Applic Director P		prietor Shareh	older Other	s (Please specify):	
Residential No.:		Mobile No.:		Office No.:	
Email Address:					
Appointment/Design	ation: Keyman	Guarantor	Approving Person	a & Authorised Signato	ry
Authorised Contact:	Yes No				
	To receive email To receive SMS fo		e-alert		
U.S. Persons	U.S. Resident (Includi	ing a current work per	mit) No	Yes, Tax No.:	
Declaration:	U.S. Citizen or a Citize	en of a U.S. Territory	No	Yes, Tax No.:	
	U.S. Permanent Resid	dent Card (Green Carc	l) holder 📃 No	Yes, Tax No.:	
	(Please include the 8	digit/letter U.S. Visa, v	where applicable):		

\*Only one Authorised Contact is allowed to receive e-advice.



Name as per NRIC/Pa	ssport:			NRIC/Passport No.:	
Nationality:		Other Nationalities: No Yes, please specify:		Residency:	
			cuse specify.		
Gender: Male Fem	Race: ale Chinese	Malay India	an Eurasian	Others (Please	specify):
Date & Place of Birth	(DD/MM/YYYY)		(Country/Provin	ce/State)	
Residential Address:					
Mailing Address (If d	ifferent from Residenti	al Address):			
Ownership: Own	ned (Fully Paid)	Owned (Mortgaged)	Parents'	Rented at S\$ (Per M	onth):
Type of Residence:					Length of Stay:
Landed	Private Apartment/Co	ondo Executiv	e Condo/HUDC	HDB	Year(s)
Relationship to Applie Director		prietor Shareh	older Othe	rs (Please specify):	
Residential No.:		Mobile No.:		Office No.:	
Email Address:					
Appointment/Design	ation: Keyman	Guarantor	Approving Perso	n & Authorised Signa	tory
Authorised Contact:	Yes No				
	To receive email	for e-advice*	e-alert		
	To receive SMS fo	or e-alert			
U.S. Persons	U.S. Resident (Includi	ng a current work pe	rmit) No	Yes, Tax No.:	
Declaration:	U.S. Citizen or a Citize	en of a U.S. Territory	No	Yes, Tax No.:	
	U.S. Permanent Resid	dent Card (Green Card	d) holder 📃 No	Yes, Tax No.:	
	(Please include the 8	digit/letter U.S. Visa,	where applicable)	:	

 $^{\ast}$  Only one Authorised Contact is allowed to receive e-advice.



Name as per NRIC/Pas	ssport:			NRIC/Pass	port No.:		
Nationality:		Other Nationalities: No Yes, please specify:		Residency:			
Gender: Male Fema	Race: ale Chinese	Malay Indian	Eurasian	Others (Please sp	pecify):		
Date & Place of Birth	(DD/MM/YYYY)		(Country/Province	/State)			
Residential Address:	Residential Address:						
Mailing Address (If di	fferent from Residenti	al Address):					
Ownership: Owr	ned (Fully Paid)	Owned (Mortgaged)	Parents'	Rented at S\$ (Per Mon	th):		
Type of Residence:					Length of Stay:		
Landed	Private Apartment/Co	ondo Executive	Condo/HUDC	HDB	Year(s)		
Relationship to Applic Director		prietor Sharehol	der Others	(Please specify):			
Residential No.:		Mobile No.:		Office No.:			
Email Address:							
Appointment/Design	ation: Keyman	Guarantor A	pproving Person	& Authorised Signator	гу		
Authorised Contact:	Yes No						
	To receive email	for e-advice*	e-alert				
	To receive SMS fo	or e-alert					
U.S. Persons	U.S. Resident (Includi	ng a current work perm	nit) No	Yes, Tax No.:			
Declaration:	U.S. Citizen or a Citize	en of a U.S. Territory	No	Yes, Tax No.:			
	U.S. Permanent Resid	dent Card (Green Card)	holder No	Yes, Tax No.:			
	(Please include the 8	digit/letter U.S. Visa, wł	nere applicable):				

 $^{\ast}\mbox{Only}$  one Authorised Contact is allowed to receive e-advice.

# 7 | Declaration On Beneficial Ownership Of Company

Note: This part is not applicable if account opening is not required

I/We declare that the following individual(s) ultimately own(s) or has/have effective control over the Account ("Ultimate Beneficial Owner(s)").

I/We acknowledge and confirm that the Bank and its officers/employees/agents or persons acting on behalf of the Bank shall be entitled to rely on the identity(ies) of and information relating to the Beneficial Owner(s) of this Account.

# Personal Particulars Beneficial Owner 1

Name as per NRIC/Pass	port:			
NRIC/Passport No.:		Nationality:		Other Nationalities: No Yes, please specify:
Date & Place of Birth:	(DD/MM/YYYY)		(Country/Province/S	tate)
Residential Address:				
Mailing Address (If diffe	erent from Residenti	al Address):		
Relationship to Applicar Director Par		prietor Shareh	older Others (P	lease specify):
Residential No.:		Mobile No.:		Office No.:
Email Address:				
Personal Particulars E	Beneficial Owner 2			
Name as per NRIC/Pass	port:			
NRIC/Passport No.:		Nationality:		Other Nationalities: No Yes, please specify:
Date & Place of Birth:	(DD/MM/YYYY)		(Country/Province/S	tate)
Residential Address:				
Mailing Address (If diffe	erent from Residenti	al Address):		
Relationship to Applicar Director Par	nt: tner Sole Pro	prietor Shareh	older Others (P	lease specify):
Residential No.:		Mobile No.:		Office No.:
Email Address:				



# Personal Particulars Beneficial Owner 3

Name as per NRIC/Passp	ort:			
NRIC/Passport No.:		Nationality:		Other Nationalities: No Yes, please specify:
Date & Place of Birth:	(DD/MM/YYYY)		(Country/Province/S	itate)
Residential Address:				
Mailing Address (If different from Residential Address):				
Relationship to Applicar	it:			
Director Par	tner 📃 Sole Pro	prietor 📃 Shareh	older 📃 Others (l	Please specify):
Residential No.:		Mobile No.:		Office No.:
Email Address:				

# 8 Declarations/Acknowledgements

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

## General Declarations/Acknowledgements by Applicant

I/We, for and behalf of the Applicant, by my/our signature(s) hereby acknowledge and declare as follows:

- 1. (a) I/We confirm that the information given in this application is true, correct and complete. I/We have not withheld any material fact/information, which if disclosed, will give cause to the Bank to reject this application.
  - (b) I/We shall promptly notify the Bank in writing if any information given becomes inaccurate or misleading or changes in any way prior to the approval of this application.
  - (c) I/We shall comply with the Bank's requirements in connection with this application and shall be subject to the Bank performing any necessary verification.
  - (d) I/We shall supply any additional information and documentary proof as the Bank may require in connection with this application.
  - (e) I/We will execute all documents and instruments and do all acts and things as may be required by the Bank in connection with this application.
- 2. Where the Applicant is a corporation or a sole proprietor set up by a corporation, I/we confirm that the constitutional documents of the Applicant contains a provision for the directors to exercise all the powers of the Applicant to borrow money/get financing.
- 3. I/We agree and acknowledge that the Bank has the absolute right to approve or reject this application without assigning any reason whatsoever and that the documents submitted and accompanying this application or which may be furnished by me/ us from time to time shall become and remain the property of the Bank regardless of whether my/our application is approved or not and I/we shall not claim for the return of any of these documents. If the Bank rejects this application, no contractual relationship arises between me/us and the Bank in connection with this application.
- 4. I/We the undersigned hereby authorise and give the Bank consent to disclose any information and particulars relating to me/us, any guarantor, the Applicant and this application to any of the Bank's Head Office, branches, representative offices, subsidiaries related corporations or affiliates worldwide, any credit bureau, the Bank's agents, contractors, insurance/takaful/ service providers, auditors, legal counsel, professional advisors, and any other persons for any purpose as the Bank deems fit in the Bank's absolute discretion without any liability or notice to the Applicant, any guarantor and me/us.
- 5. I/We the undersigned hereby authorise and give the Bank my/our irrevocable consent to:
  - (a) conduct credit checks on the Applicant, me/us (including but not limited to, checks with any credit bureau recognised as such by the Monetary Authority of Singapore) and obtain from and/or verify with any source and/or disclose or release any information relating to the Applicant, me/us and/or any guarantor or any of the Applicant's, my/our and/ or any guarantor's account(s) with the Bank to any other party or source (including but not limited to, any of the Bank's



Head Office, branches, representative offices, subsidiaries related corporations or affiliates worldwide, advisors, credit bureaus, credit reference agents, insurance/service providers, Central Provident Fund Board or governmental authorities/agencies) as the Bank may from time to time deem fit at the Bank's absolute discretion and without any liability or notice to the Applicant, me/us or the guarantor.

- (b) disclose any information whatsoever concerning any matter or transaction in relation to the application and any other facility granted or to be granted by the Bank from time to time, any security relating hereto and any information whatsoever regarding the Applicant's account(s) or affairs in accordance with the Bank's right of disclosure as set out in the application form.
- 6. This is to confirm that neither the Applicant nor the undersigned nor any of our directors or partners or any guarantor is the subject of any litigation proceedings. I/We further confirm that the Applicant does not have any other credit/financing facilities with any other bank except as disclosed herein. I/We confirm that if the Applicant obtains any credit facilities from any other bank in the future, I/we will inform the Bank immediately and give details thereof.
- 7. To the best of our knowledge and belief having made all reasonable enquiries, no liquidation, dissolution proceedings, order or resolution for winding up (whether voluntary or otherwise) have been commenced, made, proposed or threatened against us or are intended or anticipated by us.
- 8. I/We confirm that I/we have read and understood the Bank's Personal Data Protection in the Terms And Conditions Governing The Corporate Deposits Accounts And Services (available at www.cimb.com.sg) and agree to abide and be bound by these terms and conditions and any amendment or variation thereof. I/We agree that the Bank may vary, alter and amend any terms and conditions in its sole discretion.
- 9. I/We hereby agree and consent that the Bank may collect, use, disclose and process my/our personal information set out in this application form, account opening documents and/or otherwise provided by me/us or possessed by the Bank, for one or more of the purposes as stated in the Bank's Personal Data Protection in the Terms And Conditions Governing The Corporate Deposits Accounts And Services (available at www. cimb.com.sg), which in summary includes but is not limited to the following:
  - (a) processing my/our application for and providing me/us with the services and products of the Bank as well as services and products by external providers provided through the Bank;
  - (b) administering and/or managing my/our relationship and/or accounts with the Bank; and
  - (c) sending me/us marketing, advertising and promotional information about other products/services that the Bank, its affiliates, business partners and related companies may be offering, and which the Bank believes may be of interest or benefit to me/us ("Marketing Messages"), by way of postal mail and/or electronic transmission to my/our email address(es);

## Opt Out for sub-clause (c)

Please be informed that you have the right to opt out of receiving Marketing Messages. Kindly visit www.cimb.com.sg/business for further details on how you may exercise your right to opt out of receiving Marketing Messages. Kindly note that if you do not exercise your right to opt out of receiving such Marketing Messages, you will be deemed to have consented to the receiving of such Marketing Messages by the Bank, its affiliates, business partners and related companies, and the Bank, its affiliates, business partners and related companies will continue to provide such Marketing Messages to you.

(d) sending me/us marketing, advertising and promotional information about other products/services that the Bank, its affiliates, business partners and related companies may be offering, and which the Bank believes may be of interest or benefit to me/us (the "Marketing Purpose"), to my/our telephone number(s) (as set out in this application form, account opening documents and/or otherwise provided by me/us or possessed by the Bank) by way of:

Voice call/phone call\* SMS/MMS/WhatsApp/Other messaging platform (text message)\*

#### Opt In for sub-clause (d)

1.

\*If you **AGREE and CONSENT** to the Bank, its affiliates, business partners and related companies and their third party service providers processing your personal data for the Marketing Purpose and contacting you as described in this subclause (d), indicate your preference for the mode of communication and consent by inserting a " $\sqrt{}$ " in the box.

# General Declarations/Acknowledgements by Guarantor(s)

I/We by my/our signature(s) hereby acknowledge and declare as follows:

- (a) I/We confirm that the information given in this application is true, correct and complete. I/We have not withheld any material fact/information, which if disclosed, will give cause to the Bank to reject this application.
  - (b) I/We shall promptly notify the Bank in writing if any information given becomes inaccurate or misleading or changes in any way prior to the approval of this application.

Fax\*



- (c) I/We shall comply with the Bank's requirements in connection with this application and shall be subject to the Bank performing any necessary verification.
- (d) I/We shall supply any additional information and documentary proof as the Bank may require in connection with this application.
- (e) I/We will execute all documents and instruments and do all acts and things as may be required by the Bank in connection with this application.
- 2. I/We the undersigned hereby authorise and give the Bank consent to disclose any information and particulars relating to me/us and this application to the Bank's Head Office, branches, representative offices, subsidiaries related corporations or affiliates worldwide, any credit bureau, the Bank's agents, contractors, auditors, legal counsel, professional advisors, security/ service providers and any other persons for any purpose as the Bank deems fit in the Bank's absolute discretion without any liability or notice to and me/us.
- 3. I/We the undersigned hereby authorise and give the Bank my/our irrevocable consent to conduct credit checks on me/us (including but not limited to, checks with any credit bureau recognised as such by the Monetary Authority of Singapore) and obtain from and/or verify with any source and/or disclose or release any information relating to me/us or any of my/ our account(s) with the Bank to any other party or source (including but not limited to the Bank's Head Office, branches, representative offices, subsidiaries related corporations or affiliates worldwide, advisors, credit bureaus, credit reference agents, insurance/takaful/service providers, Central Provident Fund Board or governmental authorities/agencies) as the Bank may from time to time deem fit at the Bank's absolute discretion and without any liability or notice to me/us.
- 4. I/We have not committed any act of bankruptcy and/or been adjudged a bankrupt and to confirm that none of the undersigned below are the subject of any litigation proceedings. I/We further confirm that I/we have not guaranteed any other person, firm, or corporation. I/We confirm that if I/we do furnish any guarantee for any other person, firm, or corporation in the future, I/we will inform the Bank immediately and give details thereof.
- 5. I/We confirm that I/we have read and understood CIMB Bank's Personal Data Protection in the Terms And Conditions Governing The Corporate Deposits Accounts And Services (available at www.cimb.com.sg) and agree to abide and be bound by these terms and conditions and any amendment or variation thereof. I/We agree that the Bank may vary, alter and amend any terms and conditions in its sole discretion.
- 6. I/We hereby agree and consent that the Bank may collect, use, disclose and process my/our personal information set out in this application form, account opening documents and/or otherwise provided by me/us or possessed by the Bank, for one or more of the purposes as stated in CIMB Bank's Personal Data Protection in the Terms And Conditions Governing The Corporate Deposits Accounts And Services (available at www.cimb.com.sg), which in summary includes but is not limited to the following:
  - (a) processing my/our application for and providing me/us with the services and products of the Bank as well as services and products by external providers provided through the Bank;
  - (b) administering and/or managing my/our relationship and/or accounts with the Bank; and
  - (c) sending me/us marketing, advertising and promotional information about other products/services that the Bank, its affiliates, business partners and related companies may be offering, and which the Bank believes may be of interest or benefit to me/us ("Marketing Messages"), by way of postal mail and/or electronic transmission to my/our email address(es);

# Opt Out for sub-clause (c)

Please be informed that you have the right to opt out of receiving Marketing Messages. Kindly visit www.cimb.com.sg/business for further details on how you may exercise your right to opt out of receiving Marketing Messages. Kindly note that if you do not exercise your right to opt out of receiving such Marketing Messages, you will be deemed to have consented to the receiving of such Marketing Messages by the Bank, its affiliates, business partners and related companies, and the Bank, its affiliates, business partners and related companies will continue to provide such Marketing Messages to you.

- (d) sending me/us marketing, advertising and promotional information about other products/services that the Bank, its affiliates, business partners and related companies may be offering, and which the Bank believes may be of interest or benefit to me/us (the "Marketing Purpose"), to my/our telephone number(s) (as set out in this application form, account opening documents and/or otherwise provided by me/us or possessed by the Bank) by way of:
  - Voice call/phone call\* SMS/MMS/WhatsApp/Other messaging platform (text message)\*

# Opt In for sub-clause (d)

\*If you **AGREE and CONSENT** to the Bank, its affiliates, business partners and related companies and their third party service providers processing your personal data for the Marketing Purpose and contacting you as described in this subclause (d), indicate your preference for the mode of communication and consent by inserting a " $\sqrt{"}$  in the box.

Fax\*



# Notice and Consent In Respect of Products And/Or Services Offered by CIMB Bank Berhad for Malaysia Related Entities

- Please tick the checkbox here if the Company/Institution in this application ("Company") is
- i. a corporate incorporated, established or registered with or approved by any authority in Malaysia,
- ii. an un-incorporated body registered with or approved by any authority in Malaysia,
- iii. part of the Malaysia government or any state government in Malaysia.

This declaration is mandatory and must be completed in order for CIMB Bank to not allow the Company (who have ticked the checkbox here) to use "real time" Malaysia Ringgit (the lawful currency for the time being of Malaysia) ("MYR") foreign exchange ("FX") rates via CIMB Bank's online banking portal (BizChannel@CIMB).

I/We confirm that I/we have read and/or answered the notice and consent in relation to the "Notice and Consent in Respect of Products and/or Services Offered by CIMB Bank Berhad for Malaysia Related Entities" above accurately. I/We hereby acknowledge and understand that:

- (a) Unless otherwise specifically defined in this form, all terms and references defined in the Malaysian Financial Services Act 2013 or the Malaysian Foreign Exchange Policy Notices (as such as or rules may be amended or re-enacted from time to time) shall have the same meaning when used in this form.
- (b) CIMB Bank reserves the right in its sole and absolute discretion to determine whether the use of "real time" MYR FX rates should be activated for the benefit of the Company or revoked at any time. CIMB Bank shall not be liable for any costs, expenses, claims, liabilities, losses or damages whatsoever and howsoever incurred or to be incurred by the Company arising from or in connection with the said activation or revocation.
- (c) CIMB Bank is not responsible to advise the Company of any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction.
- (d) All the information provided herein by the Company to CIMB Bank is true, complete, correct and not misleading. In the event any of the information or document is found to be false, incomplete, incorrect or misleading, the Company shall promptly inform CIMB Bank.
- (e) The Company's agreement to the above terms set out herein shall be governed by the laws of Singapore.

# **Common Reporting Standard (CRS) Self-Certification - For Entities**

#### Registered Name:

Type of financial institution or non-financial entity:

1A. Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution Complete the Controlling Person section below

1B. Other Financial Institution

1C. Active NFE – A corporation that is publicly traded or a related entity of such corporation The Account Holder is a corporation, the stock of which is regularly traded on, which is an established securities market. The Account Holder is a related entity of, a corporation, the stock of which is regularly traded on, which is an established securities market.

- 1D. Active NFE A Governmental Entity
  - 1E. Active NFE A Central Bank
  - 1F. Active NFE An International Organisation

1G. Active NFE

(e.g. active business, start-up company, charity or non-profit organisation and an entity other than Entity 1C to 1F)

1H. Passive NFE – Not an Active NFE



If you have ticked 1(A) or 1(H) above, then please:

- a. Indicate the name of any Controlling Person(s) of the Account Holder:
- 1.
- 2.
- 3.
- b. Complete the "Common Reporting Standard (CRS) Controlling Person Self-Certification form", which can be downloaded at CIMB Bank Business website > Forms, for each Controlling Person.

	Country/Jurisdiction of Tax Residence	Tax Identification Number (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A, B or C)
1.			
2.			
3.			

**Reason A** – The country/jurisdiction where Account Holder is liable to pay tax does not issue TIN to its residents.

**Reason B** – The Account Holder is otherwise unable to obtain a TIN or equivalent number.

Reason C - No TIN is required (note: only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed).

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number:

- 1.
- \_\_\_\_
- 2.
- 3.

# **Common Reporting Standard (CRS) Self-Certification - Individual**

# Individual account holder (Including sole proprietor)

# **Personal Particulars 1**

Name as per NRIC/Passport:

Tax Residence Information

	Country/Jurisdiction of Tax Residence	Tax Identification Number (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A, B or C)
1.			
2.			
3.			

**Reason A** – The country/jurisdiction where Account Holder is liable to pay tax does not issue TIN to its residents.

**Reason B** – The Account Holder is otherwise unable to obtain a TIN or equivalent number.

Reason C - No TIN is required (note: only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed).

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number:

- 1.
- 2.
- 3.



Name as per NRIC/Passport:

#### Tax Residence Information

	Country/Jurisdiction of Tax Residence	Tax Identification Number (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A, B or C)
1.			
2.			
3.			

Reason A - The country/jurisdiction where Account Holder is liable to pay tax does not issue TIN to its residents.

**Reason B** – The Account Holder is otherwise unable to obtain a TIN or equivalent number.

Reason C - No TIN is required (note: only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed).

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number:

- 1.
- 2.
- 3.

# **Personal Particulars 3**

Name as per NRIC/Passport:

## Tax Residence Information

	Country/Jurisdiction of Tax Residence	Tax Identification Number (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A, B or C)
1.			
2.			
3.			

**Reason A** – The country/jurisdiction where Account Holder is liable to pay tax does not issue TIN to its residents.

**Reason B** – The Account Holder is otherwise unable to obtain a TIN or equivalent number.

Reason C - No TIN is required (note: only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed).

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number:

1.

2.

3.



# Compliance with international laws

Persons confirming the declarations

Does your company engage in any activity that deals with persons or entities in the United Nations Sanctions Lists directly or indirectly? Is your company a US corporation, partnership, estate or trust?	No Yes No Yes , Taxpayer Identification No.:
<ul> <li>Does your company have US indicia that includes the following:</li> <li>Identification as a US citizen or resident</li> <li>US registered address or mailing address or post office box</li> </ul>	(Please also complete the W-9 form) NO Yes (Please complete the W-8BEN E form)
<ul> <li>US telephone number</li> <li>Standing instructions to pay amounts from the account to an account maintained in the US</li> <li>Current power of attorney or signatory authority granted to a person with a US address</li> <li>An 'in-care-of' address or 'hold mail' address that is the sole address the Foreign Financial Institution (FFI) has identified for your company</li> </ul>	
Does the Legal Entity have any US directors, shareholders or Ultimate Beneficiary Owners (UBOs) with more than 25% ownership or equivalent who are US Persons?	No Yes, to indicate Particulars of US Persons below.
Particulars of US Person Indicate the Name, Passport/Equivalent ID/Designation/% shareholding/Taxpayer Identification No. Please also complete the W-9 form each.	
1.	

l.	
2.	
3.	

- 1. I/We declare that all the above statements are to the best of my/our knowledge and belief, after due and careful inquiry, correct and complete.
- 2. I/We have read, understood, and agree to the and make the declarations stated important notes and terms therein related to above declarations:
  - Tax residence self-certification for Common Reporting Standard
  - Foreign Account Tax Compliance Act (FATCA) declaration
  - United Nations Sanction declaration
- 3. I/We declare that the beneficial owner(s) (as stated in Part 7 of this application form) ultimately own or has/have effective control over the Account. I/We acknowledge and confirm that the Bank and its officers, employees, agents, or persons acting on behalf of the Bank shall be entitled to rely on the identity (ies) of and information relating to the beneficial owner(s) of this Account.
- 4. I/We have certified all identification documents, specimen signatures, and supporting documents submitted for this application.
- 5. I/We have read, understood and agree to the terms set out in the Terms And Conditions Governing The Corporate Deposits Accounts And Services and make the declarations stated therein.
- 6. Advisory from the Singapore Police Force Warning

Your account should be for your own use and you are responsible for all transactions made through your account.

You may be facilitating criminal activities such as money laundering and/or unlicensed money lending if you:

- Knowingly allow other people to operate, access and/or control your account; and/or
- Knowingly receive money from strangers, dubious sources, or other unverified sources.



You can be prosecuted for the relevant offences if your account is used to receive or transfer money linked to criminal activities. These offences carry a punishment of a fine and/or imprisonment.

You should make the necessary application to your financial institution if you wish to authorise the operation, access and/or control of your account to a third party. A failure to do so would subject your account to additional risk mitigation measures, and in some cases, your financial institution may terminate or restrict your use of your account and other related accounts you may have with your financial institution.

I/We acknowledge that I/we have read and agree to all the above.

# Self-Certification Common Reporting Standard (CRS)

## For Entities & Individual

Singapore regulation based on the OECD Common Reporting Standard ("CRS") requires CIMB Bank Berhad, Singapore Branch ("CIMB") to collect and report certain information about an account holder's tax residence status. Please note that CIMB may be legally required to report certain information provided in this application and other financial information with respect to your financial account(s) to the Inland Revenue Authority of Singapore ("IRAS"). In turn, IRAS may exchange the reported information with the tax authorities in the country or countries in which the Entity and/or you are a tax resident.

Please complete For Entities portion form if you represent an entity Account Holder.

If you are an Account Holder that is an individual, a sole proprietor or the decedent of an estate. Instead complete the "CRS Self-Certification-Individual" portion as above. Similarly, if you are a controlling person of an entity, use the "CRS Controlling Person Self-Certification Form".

An authorised individual must sign the form on behalf of the Account Holder and indicate the designation (officer title, director, partner or power of attorney etc) in which he/she is signing in this application.

Please note that this self-certification section is for CRS purposes only. Its completion is not a substitute for completion of other sections in relation to the United States Foreign Account Tax Compliance Act (FATCA).

As a financial institution, CIMB does not provide tax advice to its customers.

If you have any questions about determining the entity's tax residency status, please contact a professional Tax Adviser or visit the OECD website: http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/.

You can find a list of definitions relevant to CRS below.

I/We understand that the information supplied by me/us is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with CIMB and its related and associated corporations (collectively "CIMB Group") setting out how CIMB may use and share the information supplied by me/us.

I/We acknowledge that the information contained in this application and information regarding the Account Holder and any Reportable Account(s) may be reported directly or indirectly to any relevant tax authority, including of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be resident for tax purposes pursuant to agreements between competent authorities to exchange financial account information.

I/We certify that I/we am/are authorised to sign on behalf of the Account Holder in respect of all the account(s) to which this part of the application relates and I/we declare that all statements made in this declaration are to the best of my knowledge and belief, correct and complete.

If there is a change in circumstances that affects the tax residence of the Account Holder or causes the information contained in this application to become incorrect or incomplete, I/we understand that I/we am/are obligated to inform CIMB of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

1. Account Holder

Means the person or legal entity listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder.



# 2. Active NFE

Means any Non-Financial Entity that meets any of the following criteria:

- a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests or profits in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, (a "start-up NFE") but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging (inclusive of Islamic) transactions with, or for, Related Entities that are not Financial Institutions and does not provide financing or hedging (inclusive of Islamic) services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial institution;
- h) the NFE meets all of the following requirements:
  - i. it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
  - ii. it is exempt from income tax in its jurisdiction of residence;
  - iii. it has no shareholders or members who have a proprietary or beneficial interest or profit in its income or assets;
  - iv. the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
  - v. the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.
- 3. Controlling Person

Means the natural persons who exercise control over an entity or any shareholder with interest or profit of more than 25% shares or such threshold set by the local authority.

In the case of a trust, such term means the settlor, the trustee, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

The term 'Controlling Persons' must be interpreted in a manner consistent with the FATF recommendations or by the local regulations governing non-individual entities. If the account is maintained for an entity of which the individual is a Controlling Person, then the 'Controlling Person Tax Residency Self-Certification' form should be completed instead of this form.



4. Entity

Means a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.

5. Financial Institution

Means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company or Takaful provider.

6. Financial Account

Means an account maintained by a Financial Institution, and includes Depository Accounts, Custodial Accounts, Equity and debt interest or profit income in certain Investment Entities; Cash Value Insurance or Takaful Contracts and Annuity Contracts.

7. Investment Entity

Includes 2 types of entities:

- a) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
  - i. Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc. and inclusive of Islamic), foreign exchange, exchange, interest rate or profit/hibah rate and index instruments; transferable securities; or commodity futures trading;
  - ii. Individual and collective portfolio management; or
  - iii. Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.
- b) an Entity where the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company or Takaful provider, or the first type of Investment Entity.
- 8. Participating Jurisdiction

Means a jurisdiction that has publicly committed to adopt the CRS by 2018 and is published as one on https://www.iras.gov.sg/ IRASHome/CRS/

9. Passive NFE

Means any:

- a) NFE that is not an Active NFE; or
- b) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.
- 10. Related Entity

An Entity is a Related Entity of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

11. Reportable Account

Means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

12. Reportable Person

Means reportable person other than:

- a) a corporation the stock of which is regularly traded on one or more established securities markets;
- b) any corporation that is a Related Entity of a corporation described in 12(a);
- c) a Governmental Entity;
- d) an International Organisation;
- e) a Central Bank; or
- f) a Financial Institution.



13. TIN

Means Taxpayer Identification Number or functional equivalent in the absence of a Taxpayer Identification Number. Further details of acceptable TINs can be found at: https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/

DISCLAIMER: The above are selected definitions to assist you with the completion of this Form. Should you have any questions, please contact your tax, legal and/or other professional advisor or visit the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (the 'CRS') website at: http://www.oecd.org/tax/transparency/automaticexchangeofinformation.htm

# Foreign Account Tax Compliance Act (FATCA) Declaration

The Foreign Account Tax Compliance Act (FATCA) is a US law and regulation to improve tax compliance on US Persons, their foreign financial assets and offshore accounts. Under FATCA, U.S. taxpayers with specified foreign financial assets that exceed certain thresholds must report those assets to the US Internal Revenue Service (IRS). FATCA comes into effect on 1 July 2014.

FATCA also requires foreign financial institutions to report directly to the IRS, information about financial accounts held by U.S. taxpayers or held by foreign entities in which U.S. taxpayers hold a substantial ownership interest.

FATCA definitions of 'US persons' includes a citizen or permanent resident of the United States of US territories (e.g. US Green Cardholder or someone who meets the requirements to be considered a resident under the 'substantial presence test'); US corporations, partnerships, estates and trusts, as well as, any other person that is not a foreign (i.e., non-US) person (as defined under US federal tax law).

I/We hereby confirm that the information provided above is true, accurate and complete.

# **United Nations Sanction Declaration**

I/We, on behalf of the Company, with UEN/Registration Number provided hereby declare and confirm that the company does not engage in any activity that deals with designated persons<sup>1</sup> or entities either as principal or agent, whether directly or indirectly.

I/We further understand that CIMB Bank Berhad ("CIMB") may suspend all transactions or terminate our relationship should I/we be found to be involved in such activities listed in paragraph 1 above.

Should there be any change in the circumstances as set out above, I/we undertake to immediately notify CIMB in writing.

I/We further declare and confirm that CIMB shall not be liable for any loss, damage or expense suffered or incurred by the company arising from paragraph 2 above and I/we undertake to hold harmless and fully indemnify CIMB and its related corporations (together with the irrespective officers and employees) from and against any liability arising from CIMB's reliance on the declarations made by me/us.

<sup>1</sup> 'designated persons' refers to individuals or entities in the United Nations list or any other list that CIMB would be required under law to comply.

# Authorisation and Indemnity in Respect of Instructions by Facsimile, Mail or Other Means of Communications ("Authorisation")

1. I/We, the undersigned, hereby request and authorise you to act on any instructions or communications given in writing by way of facsimile and/or mail and or other means or signed or purporting to be given or signed or sent by me/us.

In consideration of your agreeing to act on such instruction or communication, I/We hereby agree and undertake:

- (a) that you shall not be responsible or liable for the non-performance of your obligations hereunder by reason of any cause beyond your control, including without limitation, any breakdown or failure in transmission, postal/delivery system, communication channels or computer facilities;
- (b) to fully indemnify and at all times keep you fully indemnified from and against all claims and demands, actions and proceedings, losses, expenses and costs (including legal costs on a full indemnity basis) inclusive of any goods and services tax and all other liabilities of whatsoever nature or description resulting directly or indirectly from your reliance on any of the above instructions or communications;



- (c) that the provisions of this Letter shall remain in full force and effect until you receive notice of revocation in writing from me/us, save that such revocation will not release me/us from any liability and indemnity under this Letter in respect of any omission or act done or performed or carried out in accordance with the provisions of this Letter prior to the date of your receipt of such notice.
- 2. Notwithstanding the above, where you receive instructions orally or by telephone, you shall not be obliged to act except upon receipt of confirmation of such instructions in writing, if you at your discretion shall so require.
- 3. You shall be entitled in your absolute discretion to refuse to comply with any instructions which in your opinion are unclear or ambiguous or which may cause you to contravene any laws, regulations or directives for the time being in force and you shall not incur any liability whatsoever to me/us as a result of such refusal to act.

# Terms And Conditions Governing The Corporate Deposits Accounts And Services

I/We confirm that I/we have read and understood CIMB Bank's Terms And Conditions Governing The Corporate Deposits Accounts And Services (including but not limited to Clause 41 (Additional Terms And Conditions Governing Electronic Signature, Records And Documents), the Personal Data Protection and the Terms and Conditions Governing CIMB PayNow Service (Corporate) (if applicable) (available at all Bank branches) and agree to abide and be bound by these terms and conditions. I/We agree that the CIMB Bank Berhad, Singapore Branch (the "Bank" or "CIMB Bank") may vary, alter and amend any terms and conditions in its sole discretion.

I/We understand that my/our submission of this application and acceptance of this application by CIMB Bank shall in no way be construed as approval of my/our application and that CIMB Bank reserves the right not to approve this application without giving any reasons whatsoever.

I/We confirm that I/we am/are not in the process of being liquidated, struck-off, wound-up or terminated, and that there has been no statutory demand served on me/us, and that there has been no legal proceedings commenced against me/us at the time of this application.

I/We agree that I/we shall be jointly and severally responsible and liable to CIMB Bank for all monies owing/payable and liabilities incurred to CIMB Bank by us or any of us whether in the same of or on behalf of the partnership firm or otherwise. Upon any partner ceasing to be a member of the partnership firm by death, bankruptcy, retirement or otherwise, CIMB Bank shall treat the surviving or continuing partner or partners for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there has been no change in the partnership firm (applicable to partnership only).

I/We represent and warrant that my/our funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank<sup>1</sup>, or a bank organised or chartered under the laws of a Non-Cooperatives Jurisdiction<sup>2</sup>.

I/We declare that information given in this application is true and correct and that I/we have not wilfully withheld any facts. I/We warrant that all copies of documents submitted to CIMB Bank are true copies and belong to CIMB Bank absolutely. I/We authorise CIMB Bank to obtain and verify all information about me/us as it may deem fit at its absolute discretion. I/We agree to promptly provide any information or representations deemed necessary by CIMB Bank for verification, in its sole discretion, to comply with anti-money laundering regulations countering the financing of terrorism and related responsibilities from time to time. I/ We acknowledge that in the event of delay or failure to produce any information or representations required by CIMB Bank for verification, including, without limitation, to refuse to accept this application and/or the funds.

I/We undertake to keep CIMB Bank informed of any changes in my/our particulars given in this application.

I/We confirm that CIMB Bank may at any time and without liability to me/us, disclose any information relating to me/us or any of my/our accounts which I/we may have with you, to any third party as you may deem fit at your absolute discretion if compelled by law, there is a duty to the public to disclose, interest of the bank require disclosure and disclosure is made with customer's expressed or implied consent and as stated in the terms and conditions.

# For Authorised Signatories

I/We hereby certify and confirm that the person(s) indicated as both Authorised Signatory(ies) in Part 6 of this application form and Approving Person(s) under the List of Approving Persons in the resolutions under Part 9 and whose signature(s) are set out therein ("Authorised Signatory(ies)") and acting according to the signing conditions/mandate indicated in Part 5 under "Signing conditions of Authorised Signatory(ies)" and the said resolutions are authorised to draw, sign, accept or make for or on my/our behalf all



cheques, bills of exchange, orders to pay and any other instruments (even if, where permitted by CIMB Bank the relevant account is or will become overdrawn) in respect of or in connection with the Account, even though the payment is for the benefit of any director, employee, authorised persons/signatory or individual order of any signing person without CIMB bank having to enquire into the circumstances or being liable in any way in respect of such payment and CIMB Bank be and is authorised to honour any such cheques, bills of exchange, orders to pay and any other instruments.

The Authorised Signatory(ies) is/are authorised to perform and effect the above services opted by me/us at any time and from time to time for and on my/our behalf in relation to the above mentioned accounts. I/We confirm that the Authorised Signatory(ies) has/ have sufficient authority to perform and effect all transactions of such services for and on my/our behalf and all such transactions shall be binding and conclusive on me/us.

## **For Authorised Contacts**

Effective from the date hereof, I/we, the Approving Person(s) of these Account(s) (including Islamic Account(s)) maintained with CIMB Bank hereby irrevocably and unconditionally authorise the Bank (without the Bank being obliged) to receive and communicate account information ("Communication") given from/to or purporting to be from/to the Authorised Contacts appointed, with or without separate independent verification by the Bank's officers as to the genuineness of such Communication, so long as the Bank's officers receiving or acting on such Communication believed the Communication to be genuine at the time it was given.

I/We shall be bound by any acts or omissions taken by the Bank in reliance on such Communication, regardless whether such Communication has been given by me/us or with my/our authority or consent and regardless whether such Communication is forged, fraudulent, ambiguous or misunderstood, provided that the Bank's officers receiving or acting on such Communication believed the Communication to be genuine at the time it was given.

This authority shall take immediate effect and continue to be in force until I/we have expressly revoked it by notice in writing delivered to you.

I/We undertake to keep CIMB Bank informed of any change to the particulars of the Authorised Contacts provided in this form. The Bank will not be held responsible in any manner for my/our failure to notify the Bank of such change.

I/We authorise the Authorised Contacts appointed to perform and effect any Communication, including but not limited to the following for and on my/our behalf of me/us:

- Account balance enquiry
   Account number enquiry
- Account statement request
   Transaction status enquiry
- Chequebook request
   Account advice request
   Account fee enquiry and revision/waiver request

I/We confirm that the abovementioned Authorised Contacts appointed has/have sufficient authority to receive and communicate account information stipulated in this form for and on my/our behalf and all such Communication shall be binding and conclusive on me/us.

I/We further agree and consent to the Bank contacting any of the abovementioned Authorised Contacts appointed, and/or sending marketing messages to such personnel, in accordance with these provisions for Authorised Contacts and paragraph 9 of Part 8 of this application form under "General Declarations/Acknowledgements by Applicant".

I/We confirm that CIMB Bank is authorised to verify and/or make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies and/or any other agencies and/or from any financial institution, on me/us and/or any other person, individual and/or entity as the Bank may deem fit, for any purposes which the Bank deems fit.

CIMB Bank is hereby irrevocably and unconditionally authorised to disclose any information or particulars given by me/us here in to any person(s) in or out of Singapore and for such purpose(s) as CIMB Bank deems fit, proper or necessary at any time.

I/We confirm that I/we have read and fully understood the Declarations/Acknowledgements by Applicant in Part 8 of this application form and agree that the terms and conditions therein form part of this application.

<sup>1</sup> Refers to a foreign bank without physical presence in any country.

<sup>2</sup> Refers to any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organisation, such as the Financial Action Task Force on Money Laundering ("FATF").



# Approving Person(s)

By signing below, I/we confirm that I/we am/are authorised to sign this application form for and on behalf of the company/ partnership/other entity.

#### <u>Guarantor(s)</u>

By signing below, I/we confirm that I/we am/are signing this application form as the Guarantor(s) in respect of the Declarations/Acknowledgements by Guarantor(s) under Part 8 above.

Approving Person(s)/Guarantor(s)	Signatures
Name:	
NRIC/Passport No.:	
Designation:	
Date (DD/MM/YYYY):	Signature of Approving Person Guarantor
Name:	
NRIC/Passport No.:	
Designation:	
Date (DD/MM/YYYY):	Signature of Approving Person Guarantor
Name:	
NRIC/Passport No.:	
Designation:	
Date (DD/MM/YYYY):	Signature of Approving Person Guarantor
Name:	
NRIC/Passport No.:	
Designation:	
Date (DD/MM/YYYY):	Signature of Approving Person Guarantor



# 9 Mandate/Directors/Members/Partners Resolutions In Writing/Minutes Of Meeting

\*To delete where applicable

# Certified Extract of Directors\*/Members\*/Partners\* Resolutions in Writing/Minutes of Meeting

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

Date:

The directors\*/members\*/partners\* confirmed that they have no interest (whether directly or indirectly) in the transactions contemplated below.

The directors\*/members\*/partners\* of \_\_\_\_\_

(Registration/UEN No. ) (the "Company" or the "Applicant") resolved that:

# SME LOAN/FINANCING APPLICATION AND ACCEPTANCE OF FACILITY(IES)

- 1. The Company, acting by its Approving Person(s) specified in the List of Approving Person(s) hereto, be and is hereby authorised to:
  - (a) apply for SME BizGrow/SME BizGrow-i/CIMB BizAssist/CIMB BizAssist-i\* (the "Facility(ies)") for such amount and tenure as specified in the SME Application Form (the "Application Form") from CIMB Bank Berhad, Singapore Branch (the "Bank");
  - (b) sign the Application Form; and
  - (c) negotiate and instruct on any matter relating to such application and to do all such acts, matters or things on behalf of the Company which the Company may need to do from time to time.
- 2. The Company:
  - a) accepts the amount, tenure and other terms and conditions of the Facility(ies) which the Bank decides to grant in the facility letter or confirmation letter issued by the Bank (the "Facility Letter") notwithstanding that such amount, tenure and other terms and conditions may differ from what is stated in the Application Form;
  - b) agrees that the Facility(ies) and all monies and liabilities (whether actual, contingent or otherwise) owing or payable by the Company from time to time shall be secured by the Guarantee(s) from the Guarantor(s) (each as referred to in the Facility Letter) and the other security documents ("Security Documents") more particularly set out under the Facility Letter;
  - c) agrees to procure the Guarantor(s) to execute the Guarantee(s) (where applicable);
  - d) agrees to procure the Guarantor(s) to agree that the Guarantee(s) shall additionally secure the SME BizGrow/SME BizGrow-i/CIMB BizAssist/CIMB BizAssist-i<sup>\*</sup> as specified in this Application Form and to provide all such documentation as may be requested by the Bank;
  - e) read, understood and agree to be bound by the Bank's Standard Terms and Conditions or Islamic Standard Terms and Conditions, Terms and Conditions for the Use of Electronic Banking Services in the Terms And Conditions Governing The Corporate Deposits Accounts And Services, Terms and Conditions for E-statements in the Terms And Conditions Governing The Corporate Deposits Accounts And Services and Terms and Conditions Governing Corporate E-alerts in the Terms And Conditions Governing The Conditions Governing The Corporate Deposits Accounts And Services and Terms and Conditions Governing Corporate E-alerts in the Terms And Conditions Governing The Corporate Deposits Accounts And Services and Terms and Services and any other terms and conditions relating to the Bank's products or services (all as may be amended from time to time) which the Company acknowledges are available for download at the Bank's website or upon the Company's request, and shall not hold the Bank and any of its officers, employees, agents, contractors or service providers responsible in any way; and
  - f) gives irrevocable consent to the Bank to conduct any credit checks on the Company and to obtain and/or disclose any information whatsoever concerning any matter or transaction in relation to the application and any other facility granted by the Bank from time to time, any security relating thereto and any information whatsoever regarding the Company's account(s) or affairs in accordance with the Bank's right of disclosure as set out in this Application Form.
- 3. It is in the best interests of, and to the commercial benefit and advantage of, the Company, to obtain and accept the Facility(ies) on the terms and conditions set out in the Facility Letter and to enter into each of the Security Documents to which it is expressed to be a party and the transactions described therein.
- 4. The Company does hereby obtain and accept the Facility(ies) and enter into any transaction(s), and/or place any form of fixed deposit (including financial derivatives related deposit) with the Bank from time to time.
- 5. The Facility Letter be and is hereby approved and the Company shall execute the acceptance to the Facility Letter.



- 6. Approval be and is hereby given for the Company to create the security and enter into the Security Documents.
- 7. The Approving Person(s), whose specimen signatures are set out in the List of Approving Person(s) and acting in accordance to the signing mandate indicated therein, be and hereby authorised to accept, execute, sign and deliver the acceptance to the Facility Letter, the Security Documents and any other notices, letters, agreements, forms or other document in relation to any of the Facility(ies), the Facility Letter, the Security Documents, the transactions described therein, or any facility or service made available by the Bank from time to time in relation to any of the Facility(ies) and/or any transactions for and on behalf of the Company including but not limited to approving on behalf of the Company any amendments, supplements, additions, modifications and/or variations thereto (which approval shall be conclusively evidenced by the signing or sealing thereof or of a copy thereof).
- 8. The Company agrees to the Bank debiting all commissions, costs, fees, charges/ta'widh and expenses, including but not limited to instalment payments, capital repayments/payments and interest/profit thereon, from its operating account or other account(s) which the Company have or may have with the Bank.
- 9. The Common Seal of the Company be affixed in accordance with the Company's constitutional documents to any document required to be executed under seal in connection with the application.
- 10. Any and all actions of the Company, or any of the persons authorised pursuant to these Resolutions, taken in connection with the actions contemplated by these Resolutions prior to the execution hereof be and are hereby ratified, confirmed, approved and adopted in all respects.
- 11. These Resolutions be communicated to the Bank and remain in force until notice in writing be given to the Bank by any two Directors of the Company or by a Director and the Company Secretary and that until such notice in writing is actually received and processed by the Bank, the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these Resolutions. The Bank shall be entitled to a reasonable period of not less than seven (7) business days from receipt of notice to process the notice. Before the Bank has updated its record, the Bank may act in reliance on the mandates in force prior to receipt and processing of the notice.

## **ACCOUNT OPENING (if applicable)**

- 1. CIMB Bank Berhad, Singapore Branch (the "Bank") be and is hereby appointed the banker of the Applicant.
- 2. The following persons specified in the List of Approving Person(s) hereto (the "Approving Person(s)") and acting in accordance to the signing mandate indicated therein be and are hereby authorised on behalf of the Applicant to:
  - a) Open and close accounts

To approve and open and/or maintain with the Bank any number of accounts (the "Accounts"), now or at any time hereafter, of the types and currency(ies) specified in the account opening form or letter of instruction (the "Account Applications") for and on behalf of the Applicant subject to and in accordance with the terms and conditions governing such accounts, as amended from time to time by the Bank, and to execute any and all documents in connection therewith or incidental thereto, including any amendment thereto and to give instructions to close any Account.

b) Apply for account and banking services

To apply for any service (the "Services") including but not limited to the Services mentioned below and provide related instructions:

- i. Custodial service
- ii. Electronic services
- iii. Cash management services
- iv. Remittance and payment services
- v. Currencies and foreign exchange related services
- vi. Any other services or transactions in respect of or in connection with any Account (whether opened before or after the date of this resolution) and the Bank shall be authorised to act on and accept as duly signed for the Applicant any application (the "Services Application") (subject to and in accordance with the Bank's terms and conditions set out in such application, as may be amended from time to time) and all other documents requested by the Bank in connection with or incidental to the transaction or provision of such Services. The Applicant shall operate the Accounts in any manner other than by written signature, including the operation of such Accounts



through electronic means such as by the use of Personal Identification Numbers ("PINs"), telephones, facsimile transmission, computer terminals and any other means or services made available to the Applicant and in this connection to deliver to the Bank, on behalf of the Applicant, guarantees or indemnities or any other security in form and substance acceptable to the Bank including but not limited to the Letter of Authorisation and Indemnity provided always that, if the Bank receives any instructions which appear to the Bank to be ambiguous or conflicting, the Bank may choose not to act upon them (even if it would result in any loss, without the Bank being liable in any way) until the Bank receives clear and definitive instructions from the Applicant. It would be to the Applicant's benefit to obtain the Services and/or other banking services offered by the Bank from time to time in respect of the Accounts and subject to such terms and conditions as may be prescribed by the Bank and other related or ancillary agreements and documents in respect of such Services or other banking services (as each may be amended, supplemented and/or substituted from time to time).

## c) Appointment of authorised signatories and authorised users

To appoint, certify and confirm to the Bank the names of the person(s) of the Applicant who are appointed as the

- i. authorised signatories (the "Authorised Signatories") of any Account (whether opened before or after the date of this resolution) or
- ii. Authorised Users, comprising any corporate administrators (the "Corporate Administrators") and users ("Users") authorised by the Corporate Administrators, of the Services in the respective Account Applications and/or Services Applications subject to the terms and conditions governing such Accounts or Services and the offices respectively held by the Authorised Signatories, together with specimens of their signatures and mandate or authority.

The Users shall use the Services according to the mandate or authority specified by the Corporate Administrators for each User, and the Corporate Administrator may at any time appoint or remove any person as Users.

The Bank shall be authorised to act on and accept any instructions given, and the transactions entered into by any of the Approving Persons, Authorised Signatories and Authorised Users, and to pay or honour any instrument, document, or instruction given by them within the limits and scope of their authority subject to the Bank's terms and conditions governing such Account and/or Service. Transactions entered into, subject to and in accordance with the Bank's terms and conditions, shall be deemed to be binding and conclusive on the Applicant.

d) Verification of specimen signatures and change of authorised persons

To appoint, certify and confirm to the Bank the names of the Authorised Signatories and the Authorised Users (collectively, the "Authorised Persons") and the offices respectively held by them, together with specimens of their signatures (as applicable), and in case of any future change of any of the Authorised Persons or their respective signing conditions and/or limits, the fact of such change and the names of any new or replacement Authorised Person (s) (the "New Authorised Person(s)") and the offices respectively held by them, together with specimens of their signatures (as applicable); and the Bank be, and hereby is, authorised to act on and accept or instructions given, and transactions entered into, and to pay or honour any instrument signed by any New Authorised Person in respect of whom it has received any such certificate(s) with the same force and effect as if said person or persons were named in the foregoing resolution in addition to or in the place of any person or persons who is/are deleted from the list of the Authorised Persons certified in any of the Account or Service Applications.

e) Without recourse export bill financing or without recourse export bill financing-i

To (a) arrange and obtain for the Applicant from the Bank advances by way of without recourse export bill financing /without recourse export bill financing-i, (b) finalise, sign and execute the export bill financing/export bill financing-i agreement (the "Agreement") with the Bank on behalf of the Company and (c) finalise, sign or execute all other agreements, deeds and documents and to do all such acts deeds or things in connection with or incidental to the Agreement and/or any transaction contemplated therein, or deemed desirable or expedient in connection with the Agreement and/or any transaction contemplated therein.

- 3. The common seal of the Applicant be affixed to any agreement, instrument or other document relating to the Accounts, the Services and/or any other matters set out herein in accordance with the Applicant's constitutional documents.
- 4. Any and all actions of the Applicant, or any of the persons authorised pursuant to these Resolutions, taken in connection with the actions contemplated by these Resolutions prior to the execution hereof be and are hereby ratified, confirmed, approved and adopted in all respects.



- 5. a) The Bank be given a certified true copy of the constitutional documents of the Applicant, and each of the amending resolutions that may from time to time be passed, as the Bank may require, certified by any one director and company secretary or any two directors of the Applicant.
  - b) As between the Applicant and the Bank, any one director and company secretary or any two directors be and are hereby authorised to certify to the Bank:
    - the List of Approving Person(s), their designation or title and their specimen signatures; and
    - a true copy or extract of any resolution passed by the Board of Directors of the Applicant (including these Resolutions) in connection with the Accounts and Services and such certification may be relied upon by the Bank as conclusive evidence of the passing of the resolutions so certified.
  - c) These Resolutions be communicated to the Bank and remain in force until notice in writing be given to the Bank by the Applicant and that until such notice in writing is actually received, the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these Resolutions.
  - d) All existing resolutions in relation to the subject matter set out herein previously furnished to the Bank, be superseded and ceased to be of further force and effect.

List of Approving Person(s)		
Approving Person(s) (Any One*/Two* to sign)	Designations/Titles	Specimen Signatures



# **CERTIFIED TRUE EXTRACT by**

Signature	Signature
Name of Director:	Name of Director*/Company Secretary*:
Date (DD/MM/YYYY):	Date (DD/MM/YYYY):
CERTIFIED TRUE EXTRACT by	
Signature	Signature
Name of Partner:	Name of Partner:
Date (DD/MM/YYYY):	Date (DD/MM/YYYY):
Signature	Signature
Name of Partner:	Name of Partner:
Date (DD/MM/YYYY):	Date (DD/MM/YYY):