

New Guidelines on Fair Dealing - Notification of Right of Review Clause

CIMB Bank Berhad, Singapore Branch (“CIMB”) has rights to unilaterally amend the provisions of any part of its terms and conditions which govern our relationship.

This notification serves to provide clarity on the Right of Review (“RoR”) clause in the terms and conditions governing your product and/or service relationship with the Commercial Banking, Corporate Banking and Financial Institutions Group divisions of CIMB. This may lead to revisions to provisions which govern our relationship in the terms and conditions, revisions to your product and/or service including but not limited to revisions to interest, fees and charges and revisions to features and benefits.

Without prejudice and in addition to any other circumstances as may be set out in the relevant terms and conditions from time to time (including without limitation the Terms and Conditions governing the Corporate Deposits Accounts and Services (the “**Corporate Terms**”), the Standard Terms and Conditions Governing Banking and Credit Facilities, the Standard Terms and Conditions, the Islamic Standard Terms and Conditions Governing Banking and Credit Facilities and the Islamic Standard Terms and Conditions), the circumstances where CIMB may exercise RoR clauses include but are not limited to: (a) changes in applicable law; (b) technology or market practices; (c) compliance with authorities’ requirements; (d) changes in the general business environment; (e) changes in its policies, processes, business, systems and/or requirements; (f) changes to existing products or services or adding new products or services; (g) changes in the cost of providing a product or service; (h) administrative or clarification purposes; (i) changes relating to interest rate environment; (j) any other circumstances that CIMB considers it reasonable to do so.

Without being exhaustive, some of the changes which CIMB may make or some of the matters which CIMB amend or may impose as new terms, include without limitation:

- (a) interest rates, basis of calculation of interest rates for facilities, terms of the interest rate, cost of funds, prime lending rates, default interest,
- (b) availability period for credit facilities,
- (c) notice periods,
- (d) events of default,
- (e) currency availability / exchange controls,
- (f) interest period,
- (g) fees, commissions, charges and expenses,
- (h) margin levels, position limits.

We assure you that any such exercise is conducted only after careful consideration. The terms and conditions may provide for different means of notifying you of any changes – this can include notifications by placing notices at CIMB’s branch, via CIMB’s website, communication via electronic means (eg email) or by sending you a notice by post. The notice period will be as specified in the

relevant section of the terms and conditions or as agreed, or if not so provided or agreed, the notice period will be as determined by CIMB. In the notice provided to you specifying the amendments, you will be informed of the effective date of the changes. For instance, under the Corporate Terms, it is provided that at least 30 days' notice will be provided for amendments, but such notice period will not apply in certain circumstances. For example, we may endeavour to give you 30 days' prior notice ahead of any change that materially and adversely impacts your liabilities or obligations (such as changes to fees and charges), but certain situations may require the bank to act promptly and without prior notice, including without limitation: (a) where required in an emergency or where it is not practicable to give such advance notice – this could include without limitation evolving market or economic conditions; or (b) the amendments are administrative or clarificatory in nature or are to include additional terms and conditions governing new products and services. Under other terms, the changes may be effective upon posting on CIMB's website.

We also wanted to inform you that should you decide (at the relevant time) not to accept CIMB's revisions to the terms and conditions governing our relationship, your products and/or services, you may terminate your account, product and/or service relationship in accordance with the relevant terms and conditions of the account, product and/or service. Please note that fees and charges may apply for early termination and payment obligations may also be accelerated for certain products and/or services. If you have any questions about the RoR clause or wish to discuss your accounts further, please do not hesitate to contact CIMB via any of the channels stated on CIMB's website.