

TERMS AND CONDITIONS GOVERNING THE CIMB FLEXIPAY CAMPAIGN ("Campaign")

1. This Campaign is available from 01 July 2025 until 31 December 2025, both dates inclusive ("**Campaign Period**") to existing customers of CIMB Bank Berhad, Singapore Branch ("**CIMB Bank**", "**CIMB**" or the "**Bank**") (each a "**Customer**" and collectively, "**Customers**").
2. Existing customers of the Bank shall refer to customers who hold an existing relationship with CIMB Bank.
3. To qualify for this Campaign:
 - a. Customer must open an Eligible Account with the Bank during the Campaign Period.
 - i. "**Eligible Account**" refers to any one of the current accounts held with the Bank. The accounts that are excluded under this Campaign shall be determined by the Bank in its sole and absolute discretion; and
 - b. The Eligible Account must maintain a minimum of six (06) months of active transactions.
4. Customers who meet the qualifying criteria as set out under Clause 3 above will receive an email invitation link from the Bank to apply for FlexiPay online.
5. **Product**

FlexiPay is an uncommitted overdraft facility with the following features:

 - (a) Approval in principle working capital loan offered in SGD or USD currency.
 - (b) Minimum loan amount of SGD10,000, capped at SGD100,000 or USD equivalent.
6. **Benefits**
 - 6.1 Customers who successfully apply for FlexiPay shall be entitled to the following benefits:
 - (a) **Single Upfront Fee** (a percentage of the loan amount which shall be determined by the Bank for each Customer in its sole and absolute discretion);
 - (b) Flexible repayment (Pay-as-you Earn) of the loan amount:
 - (i) Repayment of up to 9% ("**Holdback Rate**") is pre-determined by Customers during the application for FlexiPay.
 - (ii) Daily repayments of the loan amount are automatically made from a designated account with the amount paid into such account daily ("**Daily Revenue**").
 - (iii) No repayment is made if Daily Revenue is not available.

The following illustration shows how the Single Upfront Fee & repayment will be calculated:

Illustration on FlexiPay Single Upfront Fee & Repayment					
Pre-Approved Loan Amount: S\$100,000					
Interest Rate: 0%					
Single Upfront Fee (<i>one time</i>): S\$5,000 (5% of the pre-approved loan amount)					
Day	Daily Revenue	Repayment based on Holdback Rate of 5%	Loan Amount Outstanding	Interest	Fee
0			S\$100,000	0% Interest with only a Single Upfront Fee	S\$5,000
1	S\$10,000	S\$500	S\$99,500		
2	S\$0	S\$0	S\$99,500		
3	S\$15,000	S\$750	S\$98,750		
Loan can be prepaid partially or in full without any fees or charges.					

- 6.2 All benefits, products and/or services detailed hereunder are only applicable to a Customer who has been granted and possesses an Eligible Account maintained in good standing with the Bank. If the Eligible Account is closed prior to awarding of benefits, products and/or services under this Campaign and/or FlexiPay, such benefits shall be removed and/or amounts (where applicable) shall be forfeited.

7. General Terms and Conditions

- 7.1. The Bank reserves the right to determine the eligibility of a Customer under this Campaign and/or for FlexiPay in its sole and absolute discretion, without the need to provide any reasons whatsoever. If the Bank in its sole and absolute discretion determines that a Customer does not qualify for the Campaign and/or for FlexiPay, and for the avoidance of doubt also in the case of any dispute, the Bank's decision on all matters relating to these terms and conditions is final and binding and no further correspondence will be entertained.
- 7.2. For avoidance of doubt, the Bank reserves the right to vary the Holdback Rate & Single Upfront Fee under this Campaign, at its sole and absolute discretion from time to time without prior notice and without liability.
- 7.3. The Bank reserves the right to charge the Customer for any benefits or amounts credited to the Customer should (i) the Customer no longer qualify or is eligible for this Campaign and/or FlexiPay; or (ii) the Customer breaches any of the terms and conditions contained herein and/or in relation to FlexiPay.
- 7.4. The Bank shall not be liable in any way for any loss of profits, business, goodwill or opportunity or indirect, special or consequential loss or damages which the Customer may suffer or incur in connection with the Bank giving effect to and to carrying out the instructions in any way whatsoever and (without prejudice to the generality of the foregoing) whether arising from fraud, negligence, breach of contract, strict liability or otherwise by the Bank or its officers, employees and agents.

- 7.5. The Customer hereby irrevocably and unconditionally undertakes to fully indemnify the Bank and all its employees, nominees, directors and agents and hold the Bank harmless against all losses, damages, liabilities, costs and expenses which the Bank may suffer or incur (including legal costs on a full indemnity basis) as a result of the Bank acting or carrying out, delaying in acting or carrying out or failing to act or carry out any instructions pursuant to these terms and conditions.
- 7.6. By participating in this Campaign, Customers agree and consent that CIMB Bank may use, disclose and process personal data provided by them for one or more of the purposes stated in CIMB Bank's Personal Data Protection in Terms and Conditions Governing the Operations of Deposits Accounts (Corporate), found in Terms and Conditions Governing The Corporate Deposits Accounts and Services (available on www.cimb.com.sg) and for the purposes stated below and all Customers confirm that they have read and agree to be bound by the terms stated therein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time:
- a. administering and conducting the Campaign and/or FlexiPay.
- 7.7. This Campaign is not valid in conjunction with other offers unless otherwise stated.
- 7.8. CIMB Bank assumes no responsibility for incomplete, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in the Customer being ineligible to participate in the Campaign.
- 7.9. The Bank may at any time at its absolute discretion, without notice or assigning any reason thereof, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as the Bank shall think fit, provided always that the Bank shall as soon as practicable thereafter notify the Customer of any such deletion, variation, supplement, amendment or modification by sending such notification to the Customer's last known address in the records of the Bank. The Bank shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any Customer as a result of the aforesaid matters.
- 7.10. The Customers confirm that they have read and agree to be bound by the terms stated herein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time.
- 7.11. Any termination, suspension, amendment or variation of this Campaign and/or FlexiPay by CIMB Bank or the terms and conditions herein shall not entitle any Customer to any claim or compensation from CIMB Bank for any and all losses or damages suffered or incurred by that Customer, whether directly or indirectly caused.
- 7.12. In case of dispute (including any dispute as to CIMB Bank's determination of the eligibility of customers to the Campaign and/or FlexiPay), CIMB Bank's decision on all matters relating to this Campaign is final and binding and no further correspondence or claims will be entertained.
- 7.13. These terms and conditions shall be read in conjunction with the Bank's Standard Terms and Conditions or Islamic Standard Terms and Conditions, Terms And Conditions Governing The Corporate Deposits Accounts And Services including the Terms and Conditions for the Use of Electronic Banking Services, Terms and Conditions for E-statements, Terms and Conditions Governing Corporate E-alerts and Additional Terms and Conditions Governing Electronic

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Signature, Records and Documents set out therein, and any other terms and conditions relating to the Bank's products or services (all as may be amended from time to time) which are available for download at the Bank's website.

- 7.14. These terms and conditions shall be governed by the laws of Singapore and the participants in the Campaign irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 7.15. A person who is not a party to any agreement governed by these terms and conditions shall not have any right under Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.