



Terms and Conditions Governing BizChannel@CIMB FXPromotion 2019

1. The BizChannel@CIMB FX Promotion 2019 ("Promotion") is a promotion applicable to commercial / corporate customers (each a "Customer") of CIMB Bank Berhad, Singapore Branch ("CIMB" or the "Bank") and CIMB reserves the right in its sole and absolute discretion to determine whether a customer is eligible for the Promotion.
2. This Promotion will run from 15 April 2019 to 31 December 2020 (both dates inclusive) ("Promotion Period").
3. Without prejudice to the generality of the rights of CIMB set out in paragraph 4 below, the foreign exchange (FX) transactions of the Customer (limited to the selected base currency(ies) determined by CIMB in its sole and absolute discretion) (the "Qualifying FX Transactions") must be executed via CIMB's online banking portal (BizChannel@CIMB) using the "live rates" for selected base currency(ies) available on BizChannel@CIMB during the Promotion Period. "Contract rates" or "counter rates" FX transactions initiated on BizChannel@CIMB are not applicable for the Promotion.
4. For the avoidance of doubt and without affecting the right of CIMB to suspend or cancel this Promotion at any time, CIMB shall be entitled to suspend or terminate any FX transactions at any time at its absolute discretion without any notice or liability to any person when any event has occurred which has a material adverse effect on such FX transactions, such event shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of currencies or funds, any devaluation, redenomination or demonetisation of the underlying currencies of any FX transaction and/or any form of restriction or requirement (whether imposed by a central bank, a regulatory authority or otherwise) which in CIMB's opinion adversely alters or changes the rights or obligations which CIMB undertook upon the establishment of such FX transaction.

5. Details of Promotion

Competitive rates for AUD, CAD, CHF, DKK, EUR, GBP, HKD, IDR, JPY, MYR, NOK, NZD, SEK, SGD, THB and USD currencies

- 5.1. In conjunction with this Promotion but subject to paragraph 5.2 below, CIMB will endeavour to provide its Customers with competitive exchange rates for the FX transactions executed via BizChannel@CIMB involving the above-mentioned currencies.
- 5.2. By participating in this Promotion, Customers acknowledge and accept that all FX transactions (including, for the avoidance of doubt, the Qualifying FX Transactions) executed via BizChannel@CIMB will be effected at the Bank's prevailing rate of exchange which may be subject to adverse exchange rate movements and/or exchange rate fluctuations which may be subject to adjustment based on market information updates and taking into account political / country risks etc. Customers are advised to make independent judgment with respect to any matter contained herein.

\$0 processing fees for MYR transactions executed via BizChannel@CIMB

- 5.3. In conjunction with this Promotion, a Customer will be entitled to rebates on processing fees (cable and commission charges) charged for MYR transactions if such transactions are outgoing transfers from the Customer's accounts maintained with CIMB to beneficiary accounts in CIMB Malaysia. The said transactions must be executed via CIMB's online banking portal (BizChannel@CIMB).
- 5.4. The rebates are intended to result in \$0 processing fees for the said MYR transactions. CIMB will credit the rebates to the Customer's accounts maintained with CIMB within one (1) month after the end of the Promotion Period.

General Terms and Conditions

6. CIMB reserves the right in its sole and absolute discretion to determine whether a transaction qualifies under the Promotion.
7. By participating in this Promotion, Customers agree to abide by these terms and conditions. CIMB reserves the right to amend, revoke, vary or add to the terms and conditions of the Promotion or any of its governing terms or suspend, withdraw or terminate this Promotion at any time at its absolute discretion without any notice or liability to any person and such changes shall be binding on Customers with effect from the earliest of the following:
 - (a) The date CIMB places notice of such changes on its Singapore website;
 - (b) The day after CIMB sends notice of such changes to the Customer's last known address in the records of CIMB by ordinary post;
 - (c) The date after CIMB sends notice of such change to the Customer by short messaging system (SMS) or electronic mail; and/or
 - (d) The date CIMB places such notice at all of its branch(es) in Singapore.
8. By participating in this Promotion, all participants agree and consent that CIMB may use, disclose and process personal data provided by them for one or more of the purposes stated in CIMB's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on www.cimb.com.sg) and for the purposes stated below and all participants 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 from time to time:

- (a) Disclosing the personal data of the participants to the merchant(s) / supplier(s) of goods and/or services in connection with the Promotion; and/or
 - (b) Administering and conducting the Promotion.
9. The Customer's account must be in good standing and its account conducted in a proper and satisfactory manner as determined by CIMB at its sole discretion during the Promotion Period.
10. In the event of any inconsistency between these terms and conditions and other product terms and conditions or any application form, brochure, marketing or promotional materials relating to the Promotion, these terms and conditions shall prevail to the extent of matters relating to this Promotion.
11. The Bank shall not be liable for any costs, expenses, claims, liabilities, losses or damages whatsoever and howsoever incurred or to be incurred by the Customer arising from or in connection with this Promotion.
12. In the event of a dispute, CIMB's decision on all matters relation to this Promotion is final and binding and no further correspondence will be entertained.
13. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
14. A person who is not a party to any agreement governed by these terms and conditions shall not have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these terms and conditions.