



## Terms and Conditions Governing CIMB “Zero Commission Fee” For Fully Cash Backed Trade Instrument Promotion (“Promotion”)

1. This Promotion is open to selected commercial banking customers (each a “Customer”) of CIMB Bank Berhad, Singapore Branch (“CIMB Bank”) who has received an EDM from CIMB Bank in the form of an email invitation to participate in this Promotion.
2. The validity period for this Promotion is from 7 February 2020 to 31 August 2020, both dates inclusive, or such other period which CIMB Bank may in its sole and absolute discretion determine.
3. CIMB Bank reserves the right to determine the eligibility of a Customer in its sole and absolute discretion, without the need to provide any reasons whatsoever. If CIMB Bank in its sole and absolute discretion determines that a Customer does not otherwise qualify under this Promotion, CIMB Bank reserves the right not to waive the commission fee(s) applicable to the Customer’s application submitted to CIMB Bank for the issuance of a fully cash backed bank guarantee / performance bond or any other type of trade instrument which CIMB Bank may in its sole and absolute discretion decide to issue on behalf of the Customer (the “Trade Instrument”). Waiver of the commission fee(s) applicable to the Customer’s application submitted to CIMB Bank for the issuance of the relevant Trade Instrument shall not prejudice the right of CIMB Bank to impose any other fee(s) and/or charge(s) in connection with the issuance of such Trade Instrument (including, without limitation, the standard tariff(s) set out in the standard trade finance tariffs guide available at <https://www.cimbbank.com.sg/content/dam/cimb싱apore/business/support/others/standard-trade-finance-tariffs-20121101.pdf> (such guide to be updated, revised or otherwise amended from time to time at the sole and absolute discretion of CIMB Bank).
4. In the event the Customer breaches any of the terms and conditions contained herein or if the Customer no longer qualifies or is eligible for this Promotion, CIMB Bank reserves the right to deduct the commission fee(s) applicable to the issuance of the Trade Instrument from the Customer’s account(s) maintained with CIMB Bank. Any expenses or costs resulting from such a deduction will be borne by the Customer. The Customer is deemed to have authorised such deductions. For the avoidance of doubt, and without prejudice to the generality of the foregoing, CIMB Bank reserves the right to charge the full commission fee(s) applicable to the issuance of the Trade Instrument if the Trade Instrument is terminated / revoked / cancelled prior to its expiry / maturity / validity date
5. The cash deposit to fully secure the liabilities of the Customer towards CIMB Bank arising from the issuance of the Trade Instrument will be placed in a non-interest bearing account(s).

### General Terms and Conditions

6. CIMB Bank assumes no responsibility for incomplete, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in the ineligibility of the Customer to participate in this Promotion.
7. Customers’ account(s) have to be in good standing and have not been suspended, cancelled or terminated for any reason to be eligible to participate in this Promotion.
8. CIMB Bank reserves the right to amend, revoke, vary or add to the terms and conditions of this Promotion or terminate or suspend this Promotion or any of its governing terms in its absolute discretion at any time without any liability and such changes shall be binding on all participants with effect from the date CIMB Bank places notice of such changes on its Singapore website.
9. Any termination, suspension, amendment or variation of this Promotion by CIMB Bank or the terms and conditions herein shall not entitle any participant to any claims or compensation from CIMB Bank for any and all losses or damages suffered or incurred by that participant, whether directly or indirectly caused.
10. In case of dispute, CIMB Bank’s decision on all matters relating to this Promotion is final and binding and no further correspondence will be entertained.
11. CIMB Bank’s terms and conditions governing the issuance of the Trade Instrument, the placement of the cash deposit to fully cash back the Trade Instrument (including, without limitation, the creation of security interests over such cash deposit to secure the Customer’s liabilities towards CIMB Bank) and any other applicable product terms and conditions (whether contained in the relevant application form(s), any other banking agreement(s) or otherwise) (collectively hereinafter the “Product Terms”) continue to apply with full force and effect. The Product Terms will be made available to the Customer upon request.
12. In the event of any inconsistency between these terms and conditions and the Product Terms or any application form, brochure, marketing or promotion material relating to this Promotion, these terms and conditions shall prevail to the extent of matters relating to this Promotion.
13. These terms and conditions shall be governed by the laws of Singapore and all participants 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 Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.