

Terms and Conditions Governing the New-to-bank SME Account Signup Promotion – ONLINE ACCOUNT OPENING PLATFORM (OBCA) 2025 for Newly Incorporated Companies

1. Definitions

Unless otherwise defined in these Terms and Conditions, the following words and phrases shall have the meanings hereby assigned to them:

- a. “Bank” or “CIMB” means CIMB Bank Berhad, Singapore Branch.
- b. “Customer” means a New-to-Bank customer of CIMB who successfully opens a Eligible Account.
- c. “Eligible Account” means a SME Account opened via CIMB Online Account Opening platform (OBCA) and remains valid, subsisting and in good standing at all times during this Promotion as determined by the Bank at its discretion.
- d. “New-to-Bank customer” shall refer to a customer that has not held a relationship with the Bank within the last 12 months prior to the start of the Promotion Period.
- e. “Promotion” means the promotion governed by these Terms and Conditions.
- f. “Promotion Period” means the period from 1 May 2025 to 31 July 2025, both dates inclusive.
- g. “Terms and Conditions” means these terms and conditions of this Promotion.

2. Promotion

- 2.1. Customers shall be eligible to enjoy the following benefits from the date of Eligible Account opening, unless stated otherwise:

- a. Remittance fees at S\$0 (“Fees”) if performed online via BizChannel@CIMB (agent charges may still apply) for 12 months from date of Eligible Account opening.

3. General

- 3.1. Participation in the Promotion is subject to these Terms and Conditions. By participating in this Promotion, the Customers agree to be bound by these Terms and Conditions, as may be amended, supplemented and/or substituted by CIMB from time to time.
- 3.2. These Terms and Conditions shall be read in conjunction with the TERMS AND CONDITIONS GOVERNING THE CORPORATE DEPOSITS ACCOUNTS AND SERVICES (available for viewing at www.cimb.com.sg) (collectively the “CIMB Terms and Conditions”).

- 3.3. The CIMB Terms and Conditions continue to apply and be binding on the Customers. In the event of any conflict or inconsistency between these Terms and Conditions and the CIMB Terms and Conditions, these Terms and Conditions shall prevail only to the extent of matters relating to this Promotion. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 3.4. The Bank reserves the right to determine the eligibility of a Customer to be eligible for the Promotion 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 Promotion, 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.
- 3.5. All benefits detailed hereunder are only applicable to a Customer who has been granted and possesses an Eligible Account maintained in good standing with the Bank. The Bank reserves the right to charge or recover from the Customer or claim the full value of the remittance fees that should have been applied if the Customer was not eligible under this Promotion (i) If the Eligible Account is closed within 12 months from the date of Eligible Account opening; (ii) the Customer no longer qualifies or is eligible for the Fees; or (iii) the Customer breaches any of the Terms and Conditions contained herein.
- 3.6. The Bank may, at any time and at its sole and absolute discretion, vary, amend, delete or add on to any of these Terms and Conditions, including but not limited to varying the Promotion Period, the eligibility criteria, or terminating the Promotion at any time without giving any reason or prior notice or assuming any liability to any Customers, and all Customers shall be bound by these amendments with effect from the earliest of the following:
- a. the date the Bank places notice of such changes on its Singapore website;
 - b. the day after the Bank sends notice of such changes to the Customer's last known address in the records of the Bank by ordinary post;
 - c. the day after the Bank sends notice of such changes to the Customer's Authorised Contact by short messaging system (SMS) or electronic mail; and/or
 - d. the date the Bank places such notice at all of its branch(es) in Singapore.
- The Bank shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of the aforementioned matters.
- 3.7. The Bank shall not be responsible for any loss to or expenses of any Customer or any other person in connection with the Promotion, howsoever arising.
- 3.8. 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.

- 3.9. The Bank's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Customers. The Bank shall not be obliged to give any reason or enter into any correspondence with the Customers or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
- 3.10. 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.
- 3.11. Any termination, suspension, amendment or variation of this Promotion by CIMB or the Terms and Conditions herein shall not entitle any Customer to any claim or compensation from CIMB for any and all losses or damages suffered or incurred by that Customer, whether directly or indirectly caused.
- 3.12. The Promotion is not valid with any other privileges or promotions unless otherwise stated.
- 3.13. By participating in the Promotion, each Customer is deemed to have consented to the collection, use and disclosure of the personal data of the Customer or its representative(s) by CIMB, CIMB's vendors, CIMB's partners, suppliers, the organisers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Customer, contacting the Customer (including by voice call or text message) regarding the Promotion, and all purposes related to the Promotion.
- 3.14. While the information provided herein is believed to be reliable as at the date of printing, the Bank makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 3.15. A person who is not a party to these Terms and Conditions and/or any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of such agreement or any of these Terms and Conditions.
- 3.16. The Terms and Conditions are governed by the laws of Singapore and all Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.