CIMB PRIVATE WEALTH

TERMS AND CONDITIONS GOVERNING CIMB PRIVATE WEALTH

1. EXTENSION OF SERVICES

1.1 Membership is by way of invitation by CIMB Bank Berhad, Singapore Branch (the "Bank", "CIMB Bank" or "CIMB Singapore") to individuals and/any entity based on the minimum balance or by any other criteria determined at the discretion of the Bank. The CIMB Bank Private Wealth customers ("Customers") and Private Wealth Nominees (defined below) must be at least 18 years old.

1.2 The acceptance and continuance of CIMB Private Wealth Membership ("CPWM") will be entirely at the discretion of the Bank.

1.3 The Customer acknowledges that the CPWM status is personal and non-transferable.

1.4 For the avoidance of doubt, reference to the Customer in these Terms and Conditions where applicable includes the relevant Private Wealth Nominee who is extended with CPWM by the Bank.

2. MINIMUM BALANCE AND QUALIFYING CRITERIA

2.1 The Customer shall maintain a "Minimum Balance" with the Bank in the following manner(s) to be eligible for CPWM. AUM will be calculated using the Customer's month-end balance of the most recent month.

- selected current and savings accounts, investments, fixed deposits and asset accounts including account(s) held jointly in the name of the Customer and others deemed acceptable to the Bank (for joint account, the Customer must be the primary account holder): A minimum AUM of Singapore Dollar One Million (SGD1,000,000.00) at all times.

2.2 Regional Recognition: CPWM conferred in the Customer's home country within the ASEAN region may be recognised and extended on a regional basis at the same status, provided that the Customer continues to maintain the requisite AUM in the home country at all times.

2.3 For CIMB Singapore Offshore Customer who does not maintain a Minimum Balance with the Bank, the Bank may at its absolute discretion consider granting such Customer the CPWM if such Customer is referred by CIMB Malaysia Private Wealth, CIMB Niaga Private Wealth, CIMB Thai Private Wealth or CIMB Cambodia Private Wealth.

2.4 The Bank reserves the right to impose any other fees, charges or levies on any of the services offered without prior notice to the Customer. Fees, charges and levies paid by the Customer or deducted from the Customer's account are not refundable.

2.5 The Customer hereby authorises the Bank to debit any of the Customer's account(s) designated for the payment of such fees, charges or levies from time to time and if no account has been designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorised by the Customer to debit any other account of the customer for the aforesaid purpose without notice or concurrence of the Customer.

2.6 The Bank may decide from time to time without prior notice to change the Minimum Balance requirement of AUM by the Customer as set out in Clause 2. Failure to maintain the Minimum Balance requirement in Clause 2 may result in termination or suspension of the CPWM status by the Bank without prior notice.

2.7 The Customer and/or any relevant Private Wealth Nominee shall be subject to fees and/or charges imposed by the Bank for the use of the services, benefits and/or privileges, if the Customer and/or any relevant Private Wealth Nominee fails to maintain the required Minimum Balance or minimum AUM requirement with the Bank at all times.

3. COMMUNICATION OF INSTRUCTIONS

3.1 The Customer expressly consents and irrevocably authorises the Bank to act on the instructions of the Customer given by electronic mailer, text messages (such as via SMS, WhatsApp and/or other messaging platform), telephone, post, facsimile and/or other mediums, which the Bank in its sole and absolute discretion believes emanate from the Customer, subject to the Customer's indemnity under clause 7.3 below.

3.2 The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of his PIN, password and/or other security mechanism, access codes, features or devices related to any of his accounts maintained with the Bank (hereafter referred to as 'security access codes'). The Customer shall ensure that the security access codes are not revealed or disclosed to any other persons.

4. FAMILY BANKING NOMINATION PROGRAMME

4.1 The Bank may extend CPWM to the nominee submitted by the Customer under the Bank's family banking nomination programme subject to the nominee satisfying the criteria set out in Clause 4.4.

4.2 The Bank may extend the Bank's CPWM to a maximum of one (1) immediate family member of the Customer (parents, spouses or children only) who is nominated by the Customer and submitted to the Bank ("Private Wealth Nominee"). The Customer and Private Wealth Nominee agree to provide such documents that the Bank may require from time to time in order to process the Private Wealth Nominee nomination ("Nomination") (including to verify the relationship between the Customer and the Private Wealth Nominee).

4.3 By nominating the Private Wealth Nominee and/or providing the Bank with personal data regarding the Private Wealth Nominee, the Customer:

(a) undertakes to comply with the Personal Data Protection Act 2012 and all subsidiary legislation related thereto (the "Act") and shall assist the Bank to comply with the Act;

(b) warrants that he/she has obtained the appropriate consent under the Act from the Private Wealth Nominee to permit him/her to disclose the Private Wealth Nominee's personal data to the Bank for the purposes of the Nomination and for the Bank to contact the Private Wealth Nominee for the purposes of the Nomination using the contact details provided by the Customer to the Bank;

(c) warrants that he/she has obtained consent under the Act from the Private Wealth Nominee to permit the Bank and its related corporations (in Singapore and/or elsewhere) and such other third party to collect, use, disclose and/or process the Private Wealth Nominee's personal data for the purpose of the Nomination and/or any other purposes related thereto;

(d) warrants that, to the best of his/her knowledge, the Private Wealth Nominee's personal data that he/she is disclosing to the Bank is accurate. The Customer shall give the Bank notice in writing as soon as reasonably practicable if he/she is aware that any such personal data has been updated and/or changed after such disclosure;

(e) undertakes to inform the Bank as soon as reasonably practicable if he/she is aware that the Private Wealth Nominee has withdrawn such consent as set out in sub-paragraphs (b) and (c) above;

(f) consents to the Bank disclosing the Customer's name to the Private Wealth Nominee for the purposes of the Nomination and/or any other purposes related thereto;

(g) confirms that he/she has read and agrees (and procures that the Private Wealth Nominee has read and agrees) to be bound by the terms and conditions governing the use of CIMB Private Wealth Services. The Private Wealth Nominee will be considered as a Customer (where applicable) upon being conferred with CPWM. In relation to the Private Wealth Nominee, the references to Customer in these terms and conditions

shall be read (where applicable) to refer to Private Wealth Nominee (including for the Private Wealth Nominee to agree to abide by the Customer's obligations and to acknowledge and agree to the Bank's discretion herein).

4.4 The Private Wealth Nominee must be a joint deposit CIMB Singapore account holder with the CPWM. The Private Wealth Nominee's CPWM status is subject to the Customer maintaining his/her CPWM status and the Minimum Balance requirement as set out in Clause 2.1.

4.5 The Private Wealth Nominee will be required to maintain a minimum Assets Under Management ("AUM") value of Singapore Dollar Two Hundred Thousand (SGD200,000.00) in a first party main account at all times.

4.6 Failure of the Customer and/or the Private Wealth Nominee to maintain the Minimum Balance or minimum AUM requirement (as applicable in Clause 2.1 for Customer and Clause 4.4 for Private Wealth Nominee) may lead to discontinuation, termination or suspension of the Customer and/or the Private Wealth Nominee's CPWM status without any prior notice by the Bank to the Customer or the Private Wealth Nominee.

4.7 The Bank may change, add, amend or vary the criteria for the Private Wealth Nominee to qualify for the Bank's CPWM and the Minimum Balance or minimum AUM requirement to maintain the Private Wealth Nominee's CPWM without giving prior written notice to the Customer and the Private Wealth Nominee.

5. TERMINATION OF CIMB PRIVATE WEALTH ("CPW") SERVICES

5.1 Failure to maintain the Minimum Balance specified in Clause 2 may lead to termination of usage of the CPW services by the Customer at the Bank's sole discretion without any prior notice to the Customer.

5.2 Termination of usage of the CPW services may also be brought about by the following:

(a) Customer's account(s) is not in good standing, suspected by the Bank to be used for any fraudulent activities, or is in the opinion of the Bank has been unsatisfactorily conducted; or

(b) the name of the Customer appears in any alerts or warnings issued by the relevant authorities, or other local or international authorities; or

(c) the Bank is of the reasonable opinion that information/documents provided to the Bank is false and/or incorrect and/or tampered and/or there has been a misrepresentation of identity; or

(d) By the Customer giving written notice to the Bank to terminate the same; or

(e) Upon death or insanity of the Customer or if the Customer commits an act of bankruptcy; or

(f) the Customer does not fulfil the eligibility criteria for CPW including but not limited to the Minimum Balance requirement pursuant to Clause 2; or

(g) The Customer is in breach of any of these Terms and Conditions; or

(h) the Customer is in breach of any terms and conditions governing the deposit account(s), loan/financing, investment product(s) or other product(s) with the Bank; or

(i) to comply with any laws or change of any laws, court order, regulations, sanctions and/or enactments or directions of a regulatory or enforcement authority (whether or not having the force of law); or

(j) If there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the CPW services.

For the avoidance of doubt, termination of the Customer's CPW may also lead to the termination of the usage of the services granted to any relevant Private Wealth Nominee nominated by the Customer.

5.3 The Bank reserves the right at its sole and absolute discretion at any time and from time to time to terminate, amend, modify, revise, restrict or suspend all or any of the CPW services made available or to be made available to the Customer without having to give any notice or assign any reason therefor. Without prejudice to the right of the Bank in Clause 10, the Bank may (but not under a legal obligation to do so) at any time with or without notice terminate, restrict or suspend the CPW services if the Customer fails to maintain the Minimum Balance unless the Bank waives the requirement for the Customer to maintain a Minimum Balance.

5.4 Notwithstanding the above, the Bank reserves the right to suspend or terminate any or all of the CPW services at any time without notice to the Customer and without assigning any reason therefor or incurring any liability to the Customer.

5.5 Immediately upon termination of the CPW services whether by the Customer or the Bank, the Recognition Card and Cheque Book relating to and connected to provision of the CPW services shall be returned by the Customer to the Bank.

5.6 Upon the termination of the CPW services whether by the Customer or by the Bank and without prejudice and not in derogation to any rights or entitlements of the Bank provided in any letters of offer, loan agreements or terms and conditions governing any accounts of the Customer maintained with the Bank, any debit balance in the Customer's account(s) shall become immediately due and payable.

5.7 Upon the termination of the CPW services, the Customer shall cease to use the same/entitled services and hereby agreed that the Bank shall have the right to charge the Customer such levies or fees determined by the Bank at its sole discretion in respect of any CPW services continued to be used by the Customer notwithstanding the said termination.

5.8 The bank shall not in any circumstances be held liable for any damages suffered or loss incurred by the Customer in respect of any statement, representation or communication made in relation to or arising from the termination, amendment or modification.

5.9 The Bank will not be liable to any claim or compensation for any losses or damages suffered by the Customer and/or any relevant Private Wealth Nominee as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension of CPW and/or all or any of the services, benefits and privileges and/or auto-migration, unless the same is due to the Bank's fraud, wilful default or gross negligence. Under no circumstances will the Bank be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that the Customer and/or the relevant Private Wealth Nominee may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.

5.10 The usage of the services, benefits and privileges by the Customer and/or the relevant Private Wealth Nominee shall be automatically terminated upon termination of the services, benefits and privileges granted to them pursuant to these terms and conditions.

6. SMS ALERT SERVICE AND WHATSAPP

6.1 The Customer authorises the Bank to send any account information, updates and reminders pertaining to the Customer's account maintained with the Bank including outstanding balance, available balance, overdraft limit, as the case may be, and any other updates that the Bank may make available from time to time via short messaging service ("**SMS Alerts**") and/or WhatsApp sent to the Customer's mobile number maintained in the Bank's records.

6.2 The information, updates and reminders sent via SMS Alerts and/or WhatsApp shall not be deemed as final, conclusive and binding records and shall not constitute the Bank's record of the account to which it pertains when it is shown that the same contains obvious errors or errors which are beyond the Bank's reasonable control.

6.3 For the Customer's own security, the Bank may suspend SMS Alerts and/or WhatsApp with immediate effect and notify the Customer as soon as practicable thereafter if the Bank has reason to suspect that the Customer is not receiving the SMS Alerts and/or WhatsApp, or that someone else is receiving the SMS Alerts and/or WhatsApp.

6.4 It shall be the Customer's responsibility to notify the Bank immediately if the Customer's mobile phone is lost or stolen, in writing or by visiting any branch of the Bank. Upon such notification, the SMS Alert and/or WhatsApp shall be immediately suspended until the Bank receives the Customer's written notification in respect of the Customer's new mobile number.

6.5 The SMS Alerts and/or WhatsApp shall continue to be transmitted to the Customer's mobile number via foreign telephone networks if the Customer is using the mobile number abroad. The Bank shall not be held liable or responsible in any manner whatsoever in the event the Customer's confidential information is leaked or disclosed to any persons via third party network operators unless the same is shown as due to the Bank's fraud, wilful default or negligence.

6.6 The Customer may request for the unsubscription of WhatsApp service with the Bank by following the process as may be prescribed by the Bank from time to time.

6.7 WhatsApp service is owned by a third-party unaffiliated with the Bank. The Customer shall independently be guided by the privacy policies of WhatsApp and the third parties or group companies of WhatsApp.

6.8 The Bank makes no representation and gives no warranty with respect to the quality of the service provided by any cellular service provider or by WhatsApp or any other service provider enabling the Bank to send information, updates and reminders sent via WhatsApp to the Customer.

6.9 The Customer shall not hold the Bank liable for non-availability of the WhatsApp service or non-performance by service providers, if any, engaged by the Bank or any loss or damage caused to the Customer as a result of use of the WhatsApp service for causes which are not attributable to the Bank, including but not limited to natural calamities, epidemic/pandemic, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank.

6.10 The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the WhatsApp service. The Bank makes no warranty and/or representation of any kind in relation to the system and the network or their function or performance and the Bank shall not be liable for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the WhatsApp service unless the same is shown as due to the Bank's fraud, wilful default or negligence.

6.11 The Bank shall not be held liable or responsible in any manner whatsoever in the event the Customer's confidential information is leaked or disclosed to any persons via third party network operators.

6.12 <u>Whatsapp Channel</u>

a) By joining the CIMB Preferred & Private Wealth Singapore Whatsapp Channel ("Channel"), the Customers agree, consent and authorize to the Bank sending messages to the Customer via the Channel (whether at the Customer's request or not) and that the Bank may use, disclose and process personal data provided by them for one or more of the purposes stated in CIMB Bank'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

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:

i. disclosing the personal data of the Customer to the merchants/suppliers of goods/services in connection with the Channel;
ii. administering and conducting the Channel; and/or
iii. sending marketing messages and promotions to the Customer via the Channel.

b) The Channel is only open to the Preferred and Private Wealth customers of CIMB Bank. CIMB Private Wealth Membership ("CPWM") is by way of invitation by CIMB Bank to individuals and/any entity based on the minimum balance or by any other criteria determined at the discretion of the Bank.

c) By joining the Channel, the Customers consent to the Bank sending messages to the Customers via the Channel (whether at the Customer's request or not), notwithstanding any registration made by the Customers on the Do Not Call Registry as well as any opt out of Marketing Messages via Voice Call, Phone Call, SMS/WhatsApp, eDM and MMS (Text Messages) with the Bank and/or unsubscribing from receiving messages (including via SMS and WhatsApp) from CIMB Bank. Customers may withdraw consent by unsubscribing through the Channel (e.g. by replying "UNSUB" in the Channel). If the Customer wishes to stop receiving messages from CIMB via other channels (e.g. CIMB Consumer Singapore Whatsapp Channel), please note that the Customer will have to unsubscribe separately and the Customer is advised to check the terms of the other channels. CIMB will stop sending messages through the Channel within a reasonable time after receiving the Customer's withdrawal.

d) CIMB makes no express or implied warranty as to the accuracy or completeness of any information shared via the Channel. The information shared via the Channel is subject to change without notice. Neither CIMB nor any of its affiliates, advisers or representatives are obliged to update any such information subsequent to the date thereafter. You are advised to check CIMB official website for the latest information.

e) 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 any promotions on the Channel.

f) Any termination, suspension, amendment or variation of the Channel 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. CIMB PRIVATE WEALTH CALL CENTRE, PHONE BANKING & FAX INDEMNITY SERVICE

7.1 To ensure that the Bank carries out instructions accurately, all telephone calls between the Bank and the Customer are recorded and the Customer gives his/her consent for the recording and further agrees that such recordings are to be regarded as final, conclusive and binding on the Customer. The Bank may also monitor calls with the objective of improving its service and for training purpose.

7.2 The Customer consents to the Bank recording or memorialising telephone and oral conversations with the Customer by audio recording devices, in writing or electronically to provide evidence of instructions and other verbal communications, and the Customer agrees that any such notes and records of the Bank will constitute conclusive evidence as against the Customer of the fact and content of the instructions and verbal communications, and the Customer consents to the production of such written, audio or electronic recordings (and transcripts of such recordings) as evidence in any legal or other proceedings. Subject to applicable Laws, the Bank may dispose of any such written or other records and erase such tapes after the expiration of such period as the Bank may determine.

7.3 a) The Customer authorises the Bank to accept instructions, orders and/or communication which may from time to time be given by the Customer or on the Customer's behalf to the Bank in writing by way of fax, mail, telephone,

bank wire or any other electronic communication acceptable to the Bank on any matter relating to the operation of all or any of the Customer's account(s) or credit or other facilities or banking arrangements with the Bank including, but not limited to, instructions and orders relating to the following:

(i) Payments
(ii) Placements
(iii) Cancellations
(iv) Purchase/Sale of investment products
(v) Structured Notes
(vi) Transfer of funds
(vii) Renewals
(viii) Deposits
(ix) Dual Currency Investment

b) All such instructions, orders and/or communication shall be in accordance with the relevant terms and conditions (including without limitation the Terms and Conditions Governing the Operations of Deposits Accounts). If such instructions, orders and/or communication is not strictly in accordance with the relevant terms and conditions, the Bank shall be entitled (in its absolute discretion) to decline or refuse to comply with such instructions, orders and/or communication.

c) In consideration of the Bank agreeing to act on such instruction, orders and/or communication, the Customer hereby agrees and undertakes:

(i) that the Bank shall not be responsible or liable for the non-performance of the Bank's obligations hereunder by reason of any cause beyond the Bank's control, including without limitation, any breakdown or failure in transmission, postal/delivery systems, communication channels or computer facilities;
(ii) to fully indemnify and at all times keep the Bank fully indemnified from and against all claims and demands, actions and proceedings, losses, expenses and costs (including legal costs on a full indemnity basis) inclusive of any goods and services tax and all other liabilities of whatsoever nature or description resulting directly or indirectly from the Bank's reliance or acting on any of such instructions, orders and/or communications;
(iii) that the provisions of this authorisation and indemnity shall remain in full force and effect until the Bank receives notice of revocation in writing from the Customer, save that such revocation will not release the Customer from any liability and indemnity under this indemnity in respect of any omission or act done or performed or carried out in accordance with such instructions, orders and/or communication prior to the date of the Bank's receipt of such notice.

d) Notwithstanding the above, where the Bank receives instructions orally or by telephone, the Bank shall not be obliged to act except upon receipt of confirmation of such instructions in writing, if the Bank's sole discretion shall so require.

e) The Bank shall be entitled in its absolute discretion to refuse to comply with any instructions which in its opinion are unclear or ambiguous or which may cause to contravene any laws, regulations or directives for the time being in force and the Bank shall not incur any liability whatsoever to the Customer as a result of such refusal to act.

7.4 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any service due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.

7.5 Upon request by the Customer, the Bank is hereby authorised at its sole discretion to release information relating to the Customer's account, exchange rates or interest rates (which are subject to alteration without notice) via telephone, telex or facsimile. Such information/rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.

7.6 The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), telex, facsimile or other means of telecommunication ("collectively, Telecommunication Instructions") and the Customer agrees that the Bank is authorised to treat any Telecommunication Instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of, the Telecommunication Instructions) as fully authorised by the Customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such Telecommunication Instructions in fact emanated from unauthorised individuals.

7.7 Notwithstanding anything herein, the Bank is not obligated to accept and act upon Telecommunication Instructions to:

(a) Change in account mandate;
(b) Change of authorised signatories;
(c) Grant of Power of Attorney to another person/entity;
(d) Closure of account(s) and transfer of the remaining balance; or
(e) transfer funds and/or effect any monetary transaction exceeding the maximum daily limit permitted by the Bank and communicated to the Customer by the Bank from time to time.

7.8 The Bank may (but shall not be obliged to) act on the Telecommunication Instructions and may treat the same as fully authorised by and binding on the Customer as long as CIMB Private Wealth Call Centre/ the Bank officer concerned believes that the Telecommunication Instructions to be genuine at the time it was given.

7.9 The Bank may (but shall not be obliged to) verify the Telecommunication Instructions with such identification code or questions as the Bank may from time to time specify and the Customer shall be fully responsible for any improper use of such identification code.

8. SECURITY DETAILS

8.1 At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible that the Telecommunication Instructions have been authorised by the Customer.

9. JOINT ACCOUNTS AND THIRD PARTY

9.1 The joint account holders of any accounts within CIMB Bank are not authorised to perform any transactions/inquiries through CPW phone banking. However, the Bank may allow joint account holders to execute any transactions/inquiries with prior approval from the primary account holder. Written approval must be made to the Bank to that effect.

9.2 If more than one person is a party to a joint account, the Bank may accept instructions in relation to the account on the instructions of that party subject to the specific instructions (and/or signing condition) for the operation of the account. However, where there are no such specific instructions, any party to the joint account may operate the account. The Bank may, in its sole discretion, insist that it will act only on the instructions of all the account holders to operate the accounts.

10. IMPORTANT NOTICE

10.1 The Bank may at its sole and absolute discretion at any time and from time to time vary, add to or amend the Terms and Conditions herein.

10.2 Notification to the Customer in respect of any such variation, addition or amendment ('the Amendment') shall be effected at the Bank's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Customer's last known address, by notification to the Customer's last known email address or number or by posting a notice regarding the Amendment on our Bank's website or at each of the Bank's

branches or by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice, or by any other means of notification which the Bank may select and the Amendment shall be deemed as binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

10.3 The Customer's usage of the services, benefits and privileges offered to the Customer due to their CPWM or CPW or status as Private Wealth Nominee shall be deemed as the Customer's agreement to these Terms and Conditions. The Customer is able to view the full and exhaustive list of the services, benefits and privileges at our CIMB Private Wealth Bank's website.

10.4 All statements of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records shall be deemed to have been duly received by the Customer within three (3) days of posting.

10.5 The Customer shall promptly notify the Bank in writing within (14) days from the date the Customer receives or is deemed to have received the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account. Failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive and binding on the Customer of his/her legal representative and successor. The Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contained omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy.

10.6 Time shall be the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.

10.7 The Bank shall not be responsible for any loss, damage, injury, inconvenience or embarrassment suffered by the Customer or the relevant Private Wealth Nominee by reason of delay in performance or non-performance of the Bank's obligation due to any cause beyond the Bank's reasonable control, including but not limited to computer, electronic, electrical, system failure, malfunction, interruption or break down for any length of time.

10.8 The illegality, invalidity or unenforceability of any Terms and Conditions shall not affect the legality, validity or enforceability of any other Terms and Conditions herein.

10.9 The Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Singapore and the rules, regulations and guidelines of Monetary Authority of Singapore, Bank Negara Malaysia and other relevant bodies, in force from time to time. The Customer submits to the exclusive jurisdiction of the Courts of Singapore.

10.10 The Customer expressly consents and authorises the Bank and/or its officers to make use of, disclose or reveal any information relating to the Customer's affairs and/or banking account(s) with the Bank to any person in such manner and to such extent as the Bank shall from time to time consider necessary, including but not limited to any financial institution and/or any other party for the processing of any CPW services, any authority or body established by Monetary Authority of Singapore, Bank Negara Malaysia, or any other establishment or authority having jurisdiction over the Bank and/or any party who are privy to a claim or dispute arising from the use of the CPW Services.

10.11 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being is carried on and/or the Customer's death.

10.12 The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regards to the use of the CPW services now or hereafter subsisting between the Bank and the Customer or any terms and conditions as may be specified in any letter or notice given by the Bank to the Customer from time to time.

10.13 This Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.

10.14 All previous terms and conditions, rules and regulations, agreements or arrangements if any, made between the Bank and the Customer, either in writing or verbal in respect of the CPW services are hereby cancelled and superseded by this Terms and Conditions.

10.15 This Terms and Conditions are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and/or arising under the account(s) of the Customer maintained with the Bank. In the event of any discrepancy or inconsistency between the provisions contained in the agreement and/or rules and regulations governing the account(s) as aforesaid and the Terms and Conditions herein, the provision with the interpretation which is most favourable to the Bank shall prevail and apply.

10.16 Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.

10.17 In the event there is a conflict between the English version and any other language version, the English version of the Terms and Conditions shall prevail.

10.18 The Bank reserves the right at its absolute discretion to review, suspend and terminate the provision of the CPW services or any part(s) of the CPW services to the Customer at any time without giving any prior notice to the Customer and without assigning any reasons whatsoever to the Customer. It is hereby agreed that the Customer shall not hold the Bank responsible or liable in relation to any the review, suspension or termination of the CPW services effected by the Bank.

10.19 A person who is not a party to any agreement governed by these Terms and Conditions shall have no recourse to the Contracts (Rights of Third Parties) Act 2001 of Singapore (as may be amended and substituted from time to time) to enforce or enjoy the benefits of any terms in these Terms and Conditions. Notwithstanding any term in these Terms and Conditions, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of these Terms and Conditions.

10.20 Where the Customer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross-border transaction.

11. DIGITAL MEMBERSHIP CARD

11.1 The Customer will be able to view their Digital Membership Card through CIMB OCTO App under the 'My Pocket' Tab, where the CIMB Digital Membership Card will act as a recognition purpose to verify their CIMB Private Wealth Membership (CPWM) status. Failure to maintain the Minimum Balance specified above as stated in Clause 2 may lead to cancellation of the Digital Membership Card.

11.2 A physical ATM Card can be provided upon Customer's request and the Customer may be issued with a CIMB ATM Card.

11.3 The Customer must exercise all due care and attention to prevent loss of this physical ATM Card, all of which should be kept in a place of safety. Notice in writing should be given to the Bank at once if the physical ATM Card is lost, mislaid or stolen.

11.4 In the event of the physical ATM Card used for operating an Account being lost, mislaid, stolen or spoiled, the Customer shall pay the Bank a report loss charge and the Bank may, on receiving a satisfactory explanation and indemnity and payment of a replacement fee prescribed by the Bank for the time being, issue a new physical ATM Card, as the case may be.

12. PORTFOLIO REVIEW

12.1 The portfolio review ("Portfolio Review") is a service provided by CIMB Singapore. It is a utility for facilitating discussion on the Customer's investment portfolio and it is neither an offer nor solicitation to purchase or sell any security, other investment or service or to attract any funds or deposits. While CIMB Singapore offers investment portfolio review for Private Wealth Customers at Customer's request, such review is subject to the Private Wealth Relationship Manager's availability, and the Bank is not obliged to perform such reviews and shall not bear responsibility for such reviews. The Bank makes no representation and/or warranty as to the accuracy or completeness of the information relating to the Portfolio Review and is not liable for any errors or omissions therein, nor shall it be liable for any losses arising out of any person's reliance upon the information. The Customer's individual investment holding(s) will not be actively monitored by the Bank and the Bank does not undertake to, and is not obliged to, undertake a review, manage or monitor the Customer's investment holding(s) or to track the Customer's investment holding(s). The information provided is not intended to provide personal investment advice and no consideration has been given to the particular investment objectives, financial situation or particular needs of any recipient. The Customer should consult with his/her legal, regulatory, tax, financial and/or accounting advisors to the extent he/she considers it necessary when making his/her investment decision.

12.2 In no event will CIMB Singapore, or its head office or affiliates (collectively, "CIMB Group"), be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the discussion or any third party information or material provided or use thereof or inability to use by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if CIMB Group, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

12.3 The Portfolio Review or any document mentioning, relating to or provided during such Portfolio Review does not constitute the distribution of any information or the making of any offer or solicitation by anyone in any jurisdiction in which such distribution or offer is not authorised or to any person to whom it is unlawful to distribute such a document or make such an offer or solicitation.

12.4 Investments are not bank deposits or obligations of or guaranteed by CIMB Group, and are subject to investment risks (e.g. credit, price, liquidity, sovereign, etc), including the possible loss of the principal amount invested. Past performances are not indicative of future performance.

12.5 All products and services offered are subject to terms and conditions and the Customer must agree to be bound by them before CIMB Singapore can offer any product or service to the Customer. Some products and services may not be available in certain jurisdictions. Investment products are not available to U.S. persons.

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