

CIMB@Work Payroll and Banking Solution Package Terms and Conditions

Definitions

“**CIMB**” means collectively CIMB Bank Berhad [Registration Number: 197201001799] and/or CIMB Islamic Bank Berhad [Registration Number: 200401032872], as the case may be.

1. General

- 1.1 These CIMB@Work Payroll and Banking Solution Package (“**Package**”) Terms and Conditions (“**Terms and Conditions**”) shall be read together with CIMB’s letter of offer for the Package issued to you including any subsequent variation(s), amendment(s) or supplemental(s) which may from time to time be issued and/or notified by CIMB to you (“**Letter of Offer**”).
- 1.2 The Package is by way of invitation by CIMB to you. Once the Letter of Offer is signed by you and returned to CIMB, the features, benefits and rewards under CIMB@Work (“**CIMB@Work Features, Benefits & Rewards**”) will be made available subject to these Terms and Conditions and the CIMB@Work Terms and Conditions for Employees.
- 1.3 “CIMB@Work Customer” means an individual who has fulfilled the CIMB@Work eligibility requirements set by CIMB and who has been accepted by CIMB as a CIMB@Work Customer.
- 1.4 In order to be eligible for consideration by CIMB as a CIMB@Work Customer to enjoy the CIMB@Work Features, Benefits & Rewards, your employees must have his/her monthly payroll credited into a Current Account/-i or Savings Account/-i (“CASA/CASA-i”) maintained with CIMB.
- 1.5 CIMB’s record of your employees as CIMB@Work Customer(s) shall be deemed final and conclusive unless there is manifest error.
- 1.6 The continuance of the Package offered to you is to be decided by CIMB and subject to review from time to time by CIMB.
- 1.7 BusinessHR means the co-branded human resource management solutions/platform created by CIMB and partner, HREasily Sdn. Bhd. Business HR is a cloud-based Human Resource management platform that comprises features such as payroll, leave management, time and attendance management, claims submission and facial recognition features that streamlines your company’s human resource to achieve greater efficiency. For more information regarding BusinessHR, you may visit <https://www.cimb.com.my/bizhr>.

2. Features, Benefits & Privileges

- 2.1 The full and exhaustive list of the services, benefits and/or privileges of the Package is available for viewing at CIMB’s website at <https://www.cimb.com.my/en/personal/day-to-day-banking/cimb-work.html>.
- 2.2 The services, benefits and privileges under the Package are non-transferable.
- 2.3 New services, benefits and/or privileges under the Package may be introduced and/or offered by CIMB at any time. Such new services, benefits and privileges shall be subject to these Terms & Conditions.
- 2.4 The CIMB@Work Features, Benefits & Rewards shall also be subject to the terms and conditions governing the relevant or respective products or services. All products, services or benefits allocated as part of the CIMB@Work Features, Benefits & Rewards shall be read in conjunction with the terms and conditions governing the respective product or services.
- 2.5 CIMB reserves the right, without incurring any liability to you, to amend, modify, revise, restrict, remove or suspend your use of the services, benefits and/or privileges made available to you under the Package or re-designate you to any other programme/segment automatically (“auto-migrate”) by giving you adequate prior notice. Your continued usage of the services, benefits and/or privileges offered under the Package or re-designated programme shall be deemed as your agreement to the amended, modified, revised services, benefits and/or privileges under the Package and/or the re-designated programme/segment.

3. Termination

- 3.1 CIMB has the right to terminate, restrict or suspend your and/or your employees’ usage of the Package and/or the CIMB@Work Features, Benefits & Rewards in any of the following circumstances:
 - (a) You breached any of these Terms and Conditions;

- (b) When there is no activity or transaction (including but not limited to the deposit of salary) for four (4) consecutive months in your employee's account with CIMB. Thereafter CIMB shall have the right to close such employee's account with CIMB in accordance to the terms and conditions governing the said account of your employee;
 - (c) Resignation, termination or cessation of employment of the CIMB@Work Customer resulting in the discontinuation of monthly payroll crediting mentioned in Clause 3.1(b);
 - (d) Withdrawal by you from payroll crediting via BizChannel@CIMB resulting in the discontinuation of monthly payroll crediting as mentioned in Clause 3.1(b);
 - (e) If you and/or any of the Relevant Person (as defined in Clause 5.2) become subject to any sanctions, regulations, embargoes or restrictive measures administered, enacted or enforced by any authorities ("**Sanctions Authorities**") in:
 - (i) the United States of America;
 - (ii) the United Nations;
 - (iii) the states of the European Union;
 - (iv) the United Kingdom;
 - (v) Malaysia; or
 - (vi) the respective governmental institutions and agencies of any of such countries, including but not limited to the United Nations Security Council, the Office of Foreign Assets Control, the United States Department of State, Her Majesty's Treasury and Bank Negara Malaysia ("**Sanctions**");
 - (f) You and/or CIMB have received notice or is/are aware of any claim, action, suit, proceeding or investigation against you and/or the Relevant Person with respect to Sanctions by any Sanctions Authorities;
 - (g) If petition is presented or any other steps are taken, for making an administration order against you or for your insolvency, winding up or liquidation and/or any of your corporate shareholders;
 - (h) If there is any petition presented or any order made, for the bankruptcy of any of your directors or key personnel;
 - (i) CIMB has reason to believe that there is a breach of any prevailing laws, by-laws or regulatory requirements, directives or orders issued by Bank Negara Malaysia and/or any other body having authority or jurisdiction over CIMB;
 - (j) Upon CIMB's receipt of your written notice to terminate the services under the Package;
 - (k) Upon the closure of your CIMB Business Current Account/-i in accordance to the terms and conditions governing the said account;
 - (l) If there is any change in law or regulation which makes it impossible or unlawful for CIMB to continue to make available the services under the Package to you.
- 3.2 Upon termination of the Package and/or the CIMB@Work Features, Benefits & Rewards, you must cease using the services, benefits and/or privileges under the Package and/or the CIMB@Work Features, Benefits & Rewards.
- 3.3 CIMB shall not be liable or responsible for any loss or damage incurred by you and/or any inconvenience caused to you or your employees as a result of the discontinuation, termination or suspension, adjustment of any features, services, benefits and/or privileges under the Package and/or the CIMB@Work Features, Benefits & Rewards and/or pursuant to your auto-migration under Clause 2.5, unless the same is due to CIMB's wilful default or gross negligence.
- 4. Provision of Information**
- 4.1 You warrant and undertake to comply with all applicable legislation and regulations relating to data protection, including, without limitation, the Personal Data Protection Act 2010 ("**PDPA**"), and you agree not to conduct yourself and to procure that your employees and agents shall not conduct themselves, in such a manner as to cause CIMB to be in breach of its obligations as a "data user" as stated in the PDPA. You agree to indemnify CIMB against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which CIMB may incur arising out of a breach of this clause.
- 4.2 Subject to Clause 5, you agree to provide the following to CIMB on best effort basis if your employee is not a Malaysian citizen:
- (a) Immediately upon the visa and/or passport updating/renewal of your foreign workers/employees (annually or such other applicable/required frequency), a list of your foreign workers/employees with updated/renewed passport and visa number and expiry date together with a copy of the updated/renewed passport and visa which you must verify and confirm to be accurate and complete.
 - (b) A letter informing CIMB of any termination or departure of your foreign worker/employee within fourteen (14) calendar days from the date of termination or departure.

Thereafter CIMB shall have the right to close the account of the terminated/departed foreign worker/employee in accordance to the terms and conditions governing the said account of your employee.

- 4.3 Subject to Clause 5, if you provide CIMB with the relevant personal information of your employee (including but not limited to the employee's name, identity card details, deposit account number with CIMB, CIMB debit card number, salary details, employment status, passport and/or visa's details) to facilitate the crediting of salary into your employee's account with CIMB or for other purposes pursuant to these Terms and Conditions by using CIMB@Work Portal and/or through any permitted channel(s), such provision of your employee's personal information shall be made in accordance to the terms governing CIMB@Work Portal and/or the permitted channel(s).

5. Disclosure

- 5.1 You agree, consent to and authorise CIMB to disclose any information relating to you, your affairs and/or any accounts maintained by you with CIMB to the following persons:-

- a) any of CIMB's agents, sub-contractors, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia; and/or
- b) the entities within the group of CIMB Group Holdings Berhad, CIMB's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia.

for facilitating the business, operations, provision of the services, benefits and/or privileges offered under the Package or other products or services and/or related services provided by CIMB and/or the Group Companies to you.

- 5.2 CIMB may also disclose any information relating to you, your affairs and/or any accounts maintained by you with CIMB to:

- a) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom CIMB is required to make disclosures or have jurisdiction over CIMB whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving CIMB as and when required or requested to do so from time to time and at any time;
- b) any third parties making enquiries with a view to entering into prospective transactions with CIMB;
- c) any potential transferee or assignee with whom CIMB is negotiating the transfer, assignment and novation of the rights or obligations under these terms and conditions;
- d) any company and/or organisation that assist or facilitate the processing and/or fulfilment of transactions or instructions that you requested and/or given to CIMB; and/or
- e) such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

You agree that the consent given above cannot be withdrawn where such disclosure of your information is necessary for the provision of the services, benefits and/or privileges offered under the Package or other products or services from CIMB, Group Companies and/or related services or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements.

- 5.3. Disclosure by CIMB to Group Companies (within Malaysia) may also be for cross selling purposes of CIMB and/or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected to by you.

CIMB may also disclose your information such as name and contact details (excluding your affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from you have been obtained.

However, you may at any time revoke or withdraw the above mentioned consent to disclosure of information by CIMB to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting CIMB at the following telephone number or address (which may be changed by CIMB from time to time by notice to you): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: cru@cimb.com.

5A. Privacy Clause (For Natural Persons)

Where you as the employer is an individual (including but not limited to sole proprietor, partnerships, registered businesses and associations) this clause 5A shall apply.

- 5A.1 You hereby confirm that you have read, understood and agreed to be bound by the "CIMB Group Privacy Notice" (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these terms and conditions.

- 5A.2 If you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of subscribing or operating the services, benefits and/or privileges offered under the Package or other products or services from CIMB or any other third party, you (a) confirm that you have obtained their

consent or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with these terms and conditions; (b) agree to ensure that the personal and financial information of the said third parties are accurate; (c) agree to update CIMB in writing in the event of any material change to the said personal and financial information; and (d) agree to CIMB's right to terminate the provision of service if such consent be withdrawn by any of the said third parties.

- 5A.3 Where you instruct CIMB 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 CIMB and/or CIMB's agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on your behalf and others involved in the said cross-border transaction.
- 5A.4 CIMB may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable CIMB to ascertain your status as may be required to help make decisions, for example when CIMB needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of your portfolio(s); recover debts; and/or any purpose related to or in connection with the account/services/facility under these terms and conditions. You will be linked by credit reporting/reference agencies to any other names you use or have used, and any joint and several applicants. CIMB may also share information about you and how you manage your account(s)/services/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention.
- 5A.5 Even after you have provided CIMB with any information, you will have the option to withdraw the consent given earlier, except where such disclosure of your information is necessary for the provision of the services, benefits and/or privileges offered under the Package or other products or services from CIMB and/or the Group Companies and/or related services or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements.
- 5A.6 This clause shall be without prejudice to any other clause in these terms and conditions which provides for the disclosure of information.

5B. Privacy Clause (For Corporate Customers)

Where you as the Employer is a corporation (including but not limited to the entities falling within the definition of "Corporation" defined in Section 3 of the Companies Act 2016) this clause 5B shall apply.

- 5B.1 You hereby irrevocably consent and authorise and confirm that you have duly obtained the consent and authority of your directors, shareholders, employees, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with you as CIMB may deem fit (hereinafter referred to either singularly or collectively as "Relevant Person"), for CIMB:-
- (a) to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by CIMB for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the grant and continued maintenance of the services, benefits and/or privileges offered under the Package or other products or services and/or related services provided by CIMB and/or the Group Companies and/or any other third party;
 - (b) to carry out the necessary reference checks at any time and from time to time now and/or in the future including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable CIMB to ascertain your status and its Relevant Person as may be required CIMB for the purposes of the grant and/or continued maintenance of the services, benefits and/or privileges offered under the Package or other products or services from CIMB and/or the Group Companies, recovery of debts owing under the facility/ account, any purpose related to or in connection with the products and services under these terms and conditions and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities; and
 - (c) to disclose the said Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimb.com.my),

at CIMB's sole discretion, without further reference to you, and/or its Relevant Person. You agree to undertake the responsibility to update CIMB in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Even after you have provided CIMB with any information, you will have the option to withdraw the consent given earlier, except where such disclosure of the your and/or the Relevant Person's information is necessary for the provision of the services, benefits and/or privileges offered under the Package or other products or services from CIMB and/or the Group Companies and/or related services or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements.

- 5B.2. This clause shall be without prejudice to any other clause in these terms and conditions which provides for the disclosure of information.

6. Variation/Amendment of Terms and Conditions

- 6.1 CIMB may vary, add to and/or amend these Terms and Conditions by giving you at least twenty-one (21) days' notice of such variation, addition or amendment in any one of the following ways:
- (a) by publishing at CIMB's branches; or
 - (b) by publishing on CIMB's website at www.cimb.com.my; or
 - (c) by electronic email ("E-Mail") to your email address in CIMB's record; or
 - (d) by ordinary mail to your address in CIMB's record; or
 - (e) any other channels suitable for the release of such information.

The variation, addition and/or amendment will take effect on the date specified in such notice.

7. Notices

- 7.1 Any notice required to be given to CIMB:
- (a) must be in writing;
 - (b) signed by you or your authorised representative; and
 - (c) will be effective only on receipt by, and evidenced by an acknowledgment by CIMB; and/or
 - (d) are given via channels permitted by CIMB.
- 7.2 Notices, statement of account and other communication to you will be via any of the following modes and deemed to have been received and served on you:
- (a) if sent by post, on the seventh (7th) day after posting (which may be by way of insertion into any statement of accounts); or
 - (b) if delivered personally, at the time of delivery or despatch; or
 - (c) if by courier, immediately on your acknowledgment on the courier consignment note; or
 - (d) if by any forms of instantaneous communication to your authorised representative (including e-mail, short message service (SMS) and voice recording), immediately; or
 - (e) if by publication on CIMB's website or at any of CIMB's branches, on the day of publication.

It will be your responsibility to ensure that any notices sent to you or your authorised representative via any of the modes stated above are not read or accessed by any third party. CIMB will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.

- 7.3 You must notify CIMB promptly if there is any change to your or your authorised representative (i) correspondence address; (ii) telephone number(s); (iii) e-mail address(es); and/or (iv) other particulars recorded with CIMB (collectively "**Personal Particulars**"), to ensure that all correspondence and/or communications reach you in a timely manner.

8. Miscellaneous

- 8.1 Time shall be the essence but CIMB's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against you shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect CIMB's rights to subsequently act strictly in accordance therewith.
- 8.2 The illegality, invalidity or unenforceability of any terms herein shall not affect the legality, validity or enforceability of other terms and conditions herein.
- 8.3 These Terms and Conditions are subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, and other relevant regulatory bodies to which CIMB is subject. You shall submit to the exclusive jurisdiction of the Courts of Malaysia.

- 8.4 CIMB's rights and entitlement under these Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of any services, benefits and/or privileges by CIMB under the Package and/or the CIMB@Work Features, Benefits & Rewards.
- 8.5 These Terms and Conditions shall continue to be valid and binding notwithstanding:
- (a) any transfer or assignment of business, operations, assets or liabilities of CIMB;
 - (b) any change in CIMB or any company by which the business of CIMB may for the time being is carried on;
 - (c) any change by amalgamation, reconstruction, consolidation, merger or otherwise, which may be made under the constitution or the Companies Act 2016 or any corresponding provisions of the laws which CIMB or you are subject to; and/or
 - (d) your dissolution.
- 8.6 These Terms and Conditions shall be binding upon your heirs, personal representatives and successors-in-title and CIMB respectively.
- 8.7 These Terms and Conditions are in addition and subject to the mandate and terms and conditions governing the operation of your CIMB Business Current Account/-i that you maintained with CIMB.
- 8.8 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.
- 8.9 These Terms and Conditions shall be in addition to and not in derogation of any specific arrangement with regard to the usage of the services, benefits and/or privileges offered under the Package now or hereafter subsisting between CIMB and you or any terms and conditions as may be specified in any letter or notice given by CIMB to you from time to time.
- 8.10 You are advised to read and understand Terms and Conditions of use for BusinessHR Services, Business HR Use of Services and BusinessHR FAQ that are made available via CIMB website.
- 8.11 Your rights and obligations herein cannot be assigned for any reasons whatsoever.
- 8.12 If there is any inconsistency, conflict or discrepancy between these Terms and Conditions and the terms and conditions governing your CIMB Business Current Account/-i, these Terms and Conditions shall prevail in so far as it relates to the Package.
- 8.13 For any complaints relating to the Package, you may contact CIMB's Customer Resolution Department at the following address, telephone number and email address (or such other address, telephone number and email address which CIMB may change by notification to you):

Address : Customer Resolution Unit,
P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan

Contact Number : 603-6204 7788

Email Address : cru@cimb.com