

## REMITTANCE TERMS AND CONDITIONS

1. Services provided herein is effecting funds transfer via Telegraphic Transfer (TT), RENTAS Transfer, Intrabank, Interbank GIRO and issuing Foreign Demand Draft and Banker's Cheque (hereinafter any one of these services shall be referred to as the "Remittance Service").
2. The Bank, on behalf of the Applicant, shall be at liberty to appoint and instruct its correspondent, agent, sub-agent, another bank or other payment intermediary including Payments Network (PAYNET) and Society for Worldwide Interbank Financial Telecommunication (SWIFT) (each a "payment intermediary") and through the clearing house, a payment clearing or settlement system carry out the Remittance Service in relation to this application. The Bank refers to CIMB Bank Berhad or CIMB Islamic Bank Berhad (as the case may be), being the licensed Financial institution providing the Remittance Services referred to in this form.

### 3. Disclosure of Information

- 3.1 The Applicant hereby agrees, consents to and authorises the Bank to disclose any information relating to the Applicant, the Applicant's affairs, the Remittance Service and/or any accounts maintained by the Applicant with the Bank to:

- its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;
- the entities within the corporate group of CIMB Group Holdings Berhad, the Bank'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 Remittance Service, financial product/facilities and performance of the contract, services of or granted or provided by the Bank and/or the Group Companies to their customers, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank 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 the Bank as and when required or requested to do so from time to time and at any time;
- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Applicant has requested and/or given to the Bank;
- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Remittance Service; and
- 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.

- 3.2 In addition to Clause 3.1 and without prejudice to the Bank's other rights of disclosure of information as contained in the terms and conditions of the Applicant's account held with the Bank, the Applicant acknowledges the Bank reserves the right to transmit information pertaining to the transaction and consents to the Bank disclosing the Applicant's details and/or information pertaining to the transaction to (i) the Beneficiary's Bank, (ii) any payment intermediary, (iii) the Beneficiary(s), (iv) to Bank Negara Malaysia in accordance with Foreign Exchange Policy made pursuant to the Financial Services Act 2013/Islamic Financial Services Act 2013, and (v) to any authorities or other party as authorised by law.
- 3.3 The Applicant agrees that the consent given in Clause 3.1 and 3.2 above cannot be withdrawn where such disclosure of the Applicant's information is necessary for the provision of the Remittance Service and/or related services or the performance of the contract with the Applicant to comply with contractual requirements or to comply with any legal requirements.
- 3.4 Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Applicant.**

However, the Applicant may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) for cross selling, marketing and promotional purposes by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Applicant): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel:+603 6204 7788 / e-mail: [contactus@cimb.com](mailto:contactus@cimb.com).

4. The Bank or any of its appointed payment intermediary shall not be liable for any mutilation, interruption, omission, errors, delays or misinterpretation of the data or particulars of the remittance when received through wire, cable, telex or mail or through any other means unless due to their gross negligence or wilful default. The Bank as the originating bank will be the point of reference between the Applicant and the Beneficiary Bank. The Bank may send any message relative to this transfer in explicit language code or cipher as it deems fit.
5. The Bank shall not be liable to the Applicant for any loss that the Applicant may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with Bank's provision of the Remittance Service, unless the loss was caused by fraud, gross negligence or wilful default on the Bank's part. The Bank shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable.
6. A request for Telegraphic Transfer will be subjected to pass-through charges from payment intermediary. If the instruction(s) for Telegraphic Transfer is made over the counter, the Applicant may elect for the charges to be borne:
- a) SHA - on sharing basis, where the local charges shall be borne by the Applicant and overseas charges shall be borne by the Beneficiary; or
  - b) OUR - by the Applicant.
- Notwithstanding the aforesaid, payment intermediary may elect to deduct the overseas charges from the Remitting Amount.
7. Upon Applicant's written request for a replacement or cancellation of the Remittance Service, the Bank shall use reasonable efforts to replace or cancel the Remittance Service provided the Remittance Service has not been executed and subject to the Applicant compliance of such prevailing conditions required by the Bank. A cancellation or other return of funds may involve a reserve currency conversion and the

Applicant shall bear any related loss, charges, costs and expenses of any kind resulting from such currency conversion.

8. The Bank is entitled to reimbursement and/or to immediately debit the Applicant's account stated in this Remittance Application Form, for the expenses incurred by itself and its correspondents or agents. All service charges collected are not refundable.
9. Foreign demand draft will be issued uncrossed unless instruction to the contrary are given by the Applicant.
10. Any applications received prior to the applicable cut-off time for the geographical location of the destination of the remittance will be processed on the same working day. In the event that the Bank receives the application after the applicable cut-off time which is made available on the Bank's website, the Bank shall seek to execute the remittance on the next working day. The remittance may take longer than one working day to execute. The Bank shall not be liable or held responsible if the Bank is unable to carry out its obligations because of any failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, and any act beyond the Bank's control or any other unforeseen circumstances. The Applicant shall bear the risk of any delay and losses relating to such an event.
11. Third party collection for Foreign Demand Draft / Banker's Cheque must be duly authorized in writing by the Applicant/account holder.
12. The confirmation of transaction made by the Applicant shall be on this Remittance Application Form or separate Transaction Slip which will be sent to the Applicant upon Applicant request and transaction being effective.
13. These terms and conditions are subject to changes from time to time by the Bank by giving at least twenty-one (21) calendar day's prior notice. Notice shall be communicated by posting a notice in the Bank's website stating such changes and its effective date of change.
14. The Applicant acknowledges and agrees to indemnify the Bank on demand against any and/or all loss, costs, expenses, damages, claims, demands, actions and/or proceedings, which may arise in connection with the Remittance Service and/or any other instrument or document issued pursuant to this application, except to the extent, with respect to Bank, the losses resulted from fraud, gross negligence or willful misconduct on the part of Bank.
15. The Applicant shall be liable for Sales and Services Tax or any taxes payable in connection with or arising out of the Remittance Services and these terms and conditions or any services in connection therewith.
16. The Bank payment intermediary and Beneficiary's Bank are entitled to act in accordance with the laws, regulations, directives and orders (each "a regulation") of various governmental, quasi-governmental and self-regulatory authorities operating in various jurisdictions (each "an authority") and also to the respective policies and procedure (each "a policy") adopted by the Bank, payment intermediary and Beneficiary's Bank relating to without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. The Bank, payment intermediary and Beneficiary's Bank may take any action which it considers appropriate in the light of all such regulations and policies including: (i) the interception and investigation of any payment messages and other information or instructions sent to or by the Applicant or on its behalf via the Bank's systems or the

payment intermediary systems; and (ii) making further enquiries with the Applicant and/or the payee, Beneficiary(s) and/or any other persons connected to or involved in the relevant transaction and/or Remittance Service and effected via the Bank; (iii) rejection, decline, suspension and/or withholding the Remittance Service and funds; (vi) restrain, deduct, impound and/or turn over to an authority, the Applicant's funds in respect of the Remittance Service; (v) report the Remittance Service, its details and those of the Applicant to one or more authorities; and (vi) take or forbear from taking any other action. In taking any action as aforesaid, the Applicant agrees that Bank, payment intermediary and the Beneficiary's Bank shall not be liable for any loss or damage and the Applicant shall bear the risk of any delay and losses relating to any and all such actions or forbearance from action. The Bank, payment intermediary and the Beneficiary's Bank may not be at liberty to disclose the reason and shall have no obligation to disclose the reason for such actions or forbearance from action immediately or at any time.

17. The Applicant is solely responsible to ensure that all information, supporting documents and/or purpose of payment related to the Remittance Service provided to the Bank are current, accurate and complete. The Applicant shall provide to the Bank immediately upon request on any information, supporting documents and/or purpose of payment related to the Remittance Service. If the Applicant fails in providing or has provided the information, supporting documents and/or purpose of payment that is not current, incorrect and incomplete to the Bank, the Bank reserves the right to reject, decline, suspend and/or withhold the transaction or funds related to the application and the Bank shall not be responsible to the Applicant for any loss and damage suffered or incurred in consequences of such failure.
18. The Applicants must read and understand the Bank Negara Malaysia (BNM) Foreign Exchange Policy made pursuant to the Financial Services Act 2013 and Islamic Financial Services Act 2013 at BNM website at <http://www.bnm.gov.my> and to ensure all information provided by the Applicant and activities performed by the Applicant using the account(s) maintained with the Bank is in compliance with BNM Foreign Exchange Policy at all times.
19. These terms and conditions are subject to 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 Bank is subject.
20. For enquiries on Remittance Services, the Applicant may visit the Bank's website at <https://www.cimb.com.my>. For feedback and/or complaints related to the Remittance Service the Applicant may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email address (or bearing such other address, telephone and email address which the Bank may change by notification to the Applicant):  
CIMB Bank Berhad / CIMB Islamic Bank Berhad  
Customer Resolution Unit (CRU)  
P.O. Box 10338  
GPO Kuala Lumpur  
50710 Wilayah Persekutuan  
Tel: 603 6204 7788  
Email: [contactus@cimb.com](mailto:contactus@cimb.com)