

CIMB PREFERRED WEALTH STARTER PROGRAMME '24/'25 TERMS AND CONDITIONS

1. The CIMB Preferred Wealth Starter Programme '24/'25 ("**Programme**") is organised by CIMB Bank Berhad ("**CIMB Bank**") and CIMB Islamic Bank Berhad ("**CIMB Islamic**") and shall run from 2nd September 2024 to 31st July 2025, both dates inclusive ("**Programme Period**"). CIMB Bank and CIMB Islamic shall hereinafter collectively referred to as "**CIMB**".
2. The Programme Terms and Conditions ("**Terms and Conditions**") shall be read and construed together with the CIMB Preferred Terms and Conditions.

Eligibility for CIMB Preferred Wealth Starter Programme

3. This Programme is offered to all new and existing CIMB Preferred customers [**"Customer(s)"**] of CIMB who fulfil the eligibility requirements below [**"Eligible Customer(s)"**]:-

- a. CIMB Preferred customers who have not accumulated any Investment as defined in Clause 3b as of the last day of the previous year and continue to have no Investment up to the current date during the Programme Period.

Illustration: Customer A does not have any Investment as of 31st December 2023 and have not accumulated any Investment since that date up to the current date between 2nd September 2024 to 31st July 2025 will be eligible to participate in the Programme.

- b. Investment is defined as selected investment product(s) of CIMB under the Eligible Customer's sole or joint account (for joint account, the Eligible Customer must be the primary account holder).

The selected Investment product(s) can be viewed at CIMB Bank's website at www.cimbpreferred.com.my.

4. Notwithstanding Clause 3, the following persons/entities shall NOT be eligible to participate in this Programme:-
 - a. Small medium enterprises/enterprise banking/commercial and corporate customers as determined by CIMB which include but shall not be limited to sole-proprietorships, partnerships, charitable/non-profit organizations/societies, corporate and commercial customers, public listed companies, private limited companies, clubs, associations and co-operatives; and/or
 - b. Individuals below the age of 18 years; and/or
 - c. US person as defined below (applicable to Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund or any other product(s) as it may be):-
 - i. Any citizen or resident of the United States of America including any person with a United States of America domicile; or
 - ii. Any person with a United States of America account mailing address; or
 - iii. Any person holding a United States of America Green Card; or

- iv. Any person who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31 days) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year; or
- v. Any person defined as a US Person for United States of America Tax purposes

By participating in this Programme, the Eligible Customer(s) represents and confirms that he/she does not fall within the excluded categories of persons/entities as stated above.

- 5. In relation to joint accounts, only the first named accountholder i.e. the primary accountholder (“**Primary Accountholder**”) shall be eligible to participate in the Programme. For the purposes of this Programme, joint accountholder(s) other than the Primary Accountholder will not be eligible to participate in this Programme.
- 6. Eligible Customer(s) who are employee of CIMB are eligible to participate in this Programme if the eligibility requirements are met.

CIMB Preferred Wealth Starter Programme Mechanics
--

- 7. This Programme offers special pricing for selected Investment product(s) to Eligible Customer(s) that includes but not limited to Structured Product(s) (“**SPSD**”), Unit Trust Fund(s) (“**UT**”) and e-Gold Investment Account (“**e-GIA**”) (“**Participating Product(s)**”).
- 8. The special pricing under this Programme for Participating Product(s) as defined in Clause 7 includes but not limited to discounted sales charge, discounted spread, discounted margin, improved coupon or improved pricing (“**Offer**”).
- 9. The Offer details such as offer period, selected Participating Product(s), offer mechanics and offer Terms and Conditions will be made available at <https://www.cimbpreferred.com.my> and/or communicated to Eligible Customer(s) via WhatsApp Message (“**WA**”) and/or Short Message Service (“**SMS**”) and/or Electronic Direct Mail (“**EDM**”) and/or telephone call.
- 10. The Offer shall only be applicable for new take up/subscription of Participating Product(s) within the same month during the offer period and not for any existing Participating Product(s) held by Eligible Customer(s). Multiple transactions for the take up/subscription of the Participating Product(s) within the same month during the offer period are permitted.
- 11. The Participating Product(s) are not protected by Perbadanan Insurans Deposit Malaysia (“**PIDM**”).
- 12. Any money withdrawn from an insured/protected deposit for the purpose of purchasing the Participating Product(s) is no longer protected by PIDM.
- 13. The Programme is not valid in conjunction with any other offers and promotions (if any) and/or privileges (eg: CIMB Staff rate) offered by CIMB in relation to the Participating Product(s) unless stated otherwise.

14. The following terms and conditions shall apply to the Participating UT Product(s):
- a. The investments in the Participating UT Product(s) are not obligation of, guaranteed or protected by CIMB and are subjected to investment risks, including the possible loss of the principal amount invested.
 - b. Eligible Customer(s) are advised to do the following before investing in the Participating UT Product(s):
 - i. to read the terms and conditions of the Participating UT Product(s);
 - ii. to consider all fees and charges involved before investing; and
 - iii. to assess the merits and risks of any investment based on their own evaluation.
 - c. Past performance of the Participating UT Product(s) is not an indication of future performance and income distributions are not guaranteed.
 - d. Eligible Customer(s) who are in doubt as to the action to be taken should consult their professional advisers immediately.
 - e. The Eligible Customer(s) are required to comply with all terms and conditions in respect of their investment in the Participating UT Product(s).
 - f. The compensation fund under Section 158 of the Capital Markets and Services Act 2007 (CMSA):
 - i. does not cover the Eligible Customer(s); and
 - ii. does not extend to Eligible Customer(s) who had suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of CIMB.
 - g. In the event the Eligible Customer(s) exercises his/her cooling-off right or the investment is rejected or cancelled by any parties for whatsoever reason within the Offer Period, the Eligible Customer(s) shall not be entitled to earn the Term Deposit Preferential Rate under this Programme. The “cooling-off” is a period of six (6) business days from the date of receipt of the Eligible Customer(s)’ Participating UT Fund(s) application by CIMB.
 - h. The Eligible Customer(s) who invest in any of the Participating UT Fund(s) via Employees Provident Fund (EPF) - Member Investment Scheme shall not be entitled to participate in this Programme.
 - i. The Eligible Customer(s) who are not satisfied with CIMB’s CRU's decision may:
 - i. refer the case to the Securities Industry Dispute Resolution Centre (“SIDREC”); or
 - ii. refer the case to the Ombudsman for Financial Services within six (6) months of receiving a final decision from CIMB or after 60 calendar days from the date the complaint was filed with CIMB for which no reply was received by the Eligible Customer(s); or
 - iii. direct the complaint to the Securities Commission’s Investor Affairs & Complaints Department even if the Eligible Customers had initiated a dispute resolution process with SIDREC.

15. The following terms and conditions shall apply to the Participating SPSP Product(s):
- a. If the Participating SPSP Product(s) is a principal protected product, it will be principal protected on the best endeavor basis if the investment is held to maturity. The returns on the Eligible Customer(s)' investment will be affected by the performance of the underlying asset/reference. If the investment is redeemed or sold prior to maturity, the customer may lose part of the selling price.
 - b. If the Participating SPSP Product(s) is a non-principal protected product, the returns on the product will be affected by the performance of the underlying asset/reference, and the recovery of the Eligible Customer(s)'s investment may be jeopardised if the Eligible Customer(s)'s make an early redemption.
 - c. All risks, losses and damages associated with the Participating SPSP Product(s) shall be assumed and borne by the Eligible Customer(s).
 - d. The Eligible Customer(s) is required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her investment in the relevant Participating SPSP Product(s), which are separate from the Terms and Conditions herein.
16. The following terms and conditions shall apply to e-GIA:
- a. eGIA is not a principal protected product nor an interest-bearing account. The returns on the eGIA depends on gold price fluctuations, the returns on the Eligible Customer(s)' investment in gold are uncertain and the Eligible Customer(s) risk earning no returns and/or the possibility of incurring losses. The Eligible Customer(s) are advised to read and understand the contents of the CIMB Bank e-Gold Investment Account Agreement and open the eGIA based on the Eligible Customer(s)' own judgement and/or independent advice obtained.
 - b. All risks, losses and damages associated with the eGIA shall be assumed and borne by the Eligible Customer(s).
 - c. The Eligible Customer(s) is required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her investment in the relevant eGIA, which are separate from the Terms and Conditions herein.
17. The Eligible Customer(s) may lodge a complaint with CIMB's Customer Resolution Unit (CRU) as set out in Clause 28 of these Terms and Conditions if the Eligible Customer(s) suffer monetary loss in the above circumstances related to the acts of CIMB's employees.

General Terms and Conditions

18. The Eligible Customer(s) agree that by participating in the Programme, they:-
- a. are required to read and understand these Terms and Conditions;
 - b. have accessed, read and confirmed their agreement to these Terms and Conditions;
 - c. confirm that the key contract terms affecting their obligations have been adequately explained to them;
 - d. consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which Eligible Customer(s) may share with

CIMB in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;

- e. agree that all decisions reasonably made by CIMB in relation to every aspect of this Programme, including the Offer shall be final, binding and conclusive; and
 - f. agree that CIMB shall not be liable or held responsible to the Eligible Customer(s) if CIMB is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:-
 - i. the failure of any mechanical or electronic device, data processing system or transmission line;
 - ii. electrical failure;
 - iii. industrial dispute, war, strike or riot;
 - iv. any act of God beyond CIMB's control; or
 - v. any factor which is beyond CIMB's reasonable control.
19. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:-
- a. tampering with the application process of the Participating Product(s) ; and/or
 - b. acting in breach of these Terms and Conditions.
20. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Programme by giving seven (7) calendar days' prior notice to the Eligible Customer(s) via:-
- a. announcement at CIMB's website; and/or
 - b. notice at CIMB's branches; and/or
 - c. by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Customer(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Customer(s) as a direct or indirect result of any cancellation, suspension, shortening or extension of the Programme.

21. CIMB shall not be liable to any Eligible Customer(s) or any party for any losses, costs or damage (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:-
- a. the Eligible Customer(s)' participation or non-participation in the Programme; and/or
 - b. any non-receipt or delayed receipt by the Eligible Customer(s) of the CIMB's WA, SMS and/or EDM

unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.

22. a. CIMB shall have right to vary, add, delete or amend any of these Terms and Conditions (“**Amendment**”) by giving twenty one (21) calendar days’ prior notice to Eligible Customer(s) via:-
- i. announcement at CIMB’s website; and/or
 - ii. notice at CIMB’s branches; and/or
 - iii. advertisement in one newspaper of CIMB’s choice; and/or
 - iv. by any other means of notification which CIMB may select.
- b. The Amendment shall be considered as binding on the Eligible Customer(s) from the date as specified by CIMB in the notification.
- c. If the changes are required by law or any rules, regulations, directives, notices and guidelines (“**Regulations**”) then they will take effect in accordance with the law or Regulations and CIMB will inform/give notice to the Eligible Customer(s) about these changes as soon as possible.
- d. Eligible Customer(s) agree to access CIMB’s website at regular intervals to view the terms and conditions of the Programme and to ensure that they are kept up-to-date with any variation to these Terms and Conditions.
23. CIMB will not be liable to the Eligible Customer(s) for any losses, costs or damages suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of the Amendment.
24. The Eligible Customer(s) shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which the CIMB may incur as a result of the Eligible Customer(s):-
- a. participation in the Programme; and/or
 - b. breach or failure to comply with these Terms and Conditions
25. These Terms and Conditions:-
- a. shall prevail over any provisions or representations contained in any other materials advertising the Programme; and
 - b. are to be read together with the prevailing terms and conditions of the Participating Product(s) and CIMB product(s) and/or service(s) relating to the Programme which shall apply in addition to these Terms and Conditions.
26. These Terms and Conditions are subject to and construed in accordance with the prevailing laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject.
27. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.
28. a. Eligible Customer(s) may contact CIMB’s Customer Resolution Unit (“CRU”) for any feedback and/or complaint in relation to this Programme via letter, phone call and email:-

Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No.: 1300 885 300 (CIMB Preferred Call Centre)
Email: contactus@cimb.com

- b. CIMB may change the above contact details by notifying the Eligible Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.
29. If the product/service relating to this Programme which the Eligible Customer(s) have subscribed is offered by CIMB Bank, any question the Eligible Customer(s) have will be handled by CIMB Bank. Similarly, if the product/service is offered by CIMB Islamic, Eligible Customer(s)' concern will be addressed by CIMB Islamic.
30. CIMB's website may contain links to other websites ("**Third Party Links**"). CIMB has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Customer(s) do click on the Third Party Links, the Eligible Customer(s) understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Customer(s) may incur.