

**Term and Conditions Governing CIMB@Work Payroll and Banking Solution Package  
("CIMB@Work Terms & Conditions")**

*These CIMB@Work Terms and Conditions shall be read together with CIMB Bank Berhad ("CIMB Bank")'s Letter of Offer for CIMB@Work Payroll and Banking Solution Package issued to you including any variations, amendments, changes or supplemental which may from time to time be issued by CIMB Bank to you in relation to the CIMB@Work Payroll and Banking Solution Package ("Letter of Offer").*

**1. CIMB@Work Eligibility**

- 1.1 This CIMB@Work payroll and banking solutions package is extended to all your employees ("**CIMB@Work Customer**") under full-time employment.
- 1.2 "CIMB@Work Customer" means an individual who has fulfilled the CIMB@Work eligibility requirements set by CIMB Bank and who has been accepted by CIMB Bank as a CIMB@Work Customer.
- 1.3 To be eligible for consideration by CIMB Bank as a CIMB@Work Customer to enjoy the features, benefits and rewards under CIMB@Work ("**CIMB@Work Features, Benefits & Rewards**"), your employees must:
  - I. Have his/her monthly payroll credited into a CIMB Bank or CIMB Islamic Bank Current or Savings Account ("**Payroll Account**") through your CIMB Business Current Account where such payroll crediting must be performed via BizChannel@CIMB or CIMB Clicks (for Sole Proprietor). In the event you do not have a CIMB Business Current Account but a Business Current Account maintained with another Bank, the crediting of the monthly payroll to the Payroll Account must be performed via Direct Interbank GIRO transfer; and
  - II. Have minimum of one (1) month payroll credited into the Payroll Account.
  - III. Have "Salary/Gaji" in the Recipient Reference of CIMB Clicks transaction (for Sole Proprietor).
- 1.4 The terms and conditions governing the eligibility of your employees as CIMB@Work Customers and your employees' enjoyment of the CIMB@Work Features, Benefits & Rewards are available at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com.my](http://www.cimbislamic.com.my).
- 1.5 CIMB Bank's record of your employees as CIMB@Work Customer(s) shall be deemed final and conclusive and the acceptance and continuance of your employees as CIMB@Work Customers will be entirely at the discretion of CIMB Bank.

**2. Availability**

- 2.1 In order for CIMB Bank to avail CIMB@Work solution to your employees, you, as the employer must first accept and agree to the terms and conditions herein. Upon your acceptance and agreement to the terms and conditions herein, your employees will begin to enjoy CIMB@Work Features, Benefits & Rewards upon fulfilling the eligibility requirements mentioned above.
- 2.2 The CIMB@Work Terms & Conditions shall be subject to the terms and conditions governing the relevant or respective products or services offered. All product or services 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.

**3. Reservation of Rights**

- 3.1 CIMB Bank reserves the right to revise, modify, suspend, cancel, terminate or withdraw the CIMB@Work Features, Benefits & Rewards in whole or part, by giving the CIMB@Work Customer(s) prior notice of twenty one (21) calendar days.
- 3.2 For the avoidance of doubt, any termination, cancellation, amendment, modification, revision, restriction or suspension of all or any of the CIMB@Work Features, Benefits & Rewards shall not entitle the CIMB@Work Customer and/or any person to any claim or compensation against CIMB Bank/CIMB Islamic Bank for any losses or damages suffered or incurred by the CIMB@Work Customer and/or any person as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension unless the same is due to the gross negligence or wilful default of CIMB Bank.

**4. Termination**

- 4.1 The CIMB@Work Features, Benefits & Rewards of a CIMB@Work Customer shall be deemed terminated in any of the following events:
  - I. Discontinuation of monthly payroll crediting into the CIMB@Work Customer's Payroll Account for four (4) consecutive months; or
  - II. Resignation, termination, or cessation of employment of the CIMB@Work Customer resulting in the discontinuation of monthly payroll crediting mentioned in (I) above; or
  - III. Withdrawal by the CIMB@Work Customer's current employer from payroll crediting via BizChannel@CIMB or CIMB Clicks (for Sole Proprietor) resulting in the discontinuation of monthly payroll crediting mentioned in (I) above

- 4.2 Your failure to comply with your obligations set out herein including but not limited to the following circumstances may lead to termination, restriction or suspension of your usage of CIMB@Work payroll and banking solutions package at CIMB Bank's sole discretion:
- I. 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 Bank, CIMB Bank shall have the right to close such account maintained by your employee in accordance to the terms and conditions governing the said account of your employee.
  - II. You and/or any of the Relevant Person or any persons acting on any of their behalf:
    - (i) is/are a person(s) that is/are: -
      - (a) listed on or owned or controlled by a person listed on or acting on behalf of a person listed on, any Sanctions List ("Sanctions List" refers to (i) the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, (ii) the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury or (iii) any similar list maintained by, or public announcement of Sanctions designation made by any of the Sanctions Authorities and "Sanctions Authorities" refer to (i) the US Government; (ii) the United Nations; (iii) the European Union (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, OFAC, the United States Department of State, and Her Majesty's Treasury);
      - (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions ("Sanctions" refer to the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authorities); or
      - (c) otherwise a target of Sanctions ("target of Sanctions" signifying a person with whom a US person or other national of a Sanctions Authorities would be prohibited or restricted by law from engaging in trade, business or other activities);  
("Restricted Party");
    - (ii) You and/or CIMB Bank have received notice of 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;
- 4.3 Termination of usage of the services under CIMB@Work payroll and banking solutions package granted to you may also be brought about by the following:
- I. By you giving written notice to CIMB Bank to terminate the the services under CIMB@Work payroll and banking solutions package; or
  - II. Upon the closure of your CIMB Business Current Account in accordance to the terms and conditions governing the said account;
  - III. If there is any change in law or regulation which makes it impossible or unlawful for CIMB Bank to continue to make available the services under CIMB@Work payroll and banking solutions package to you and/or any customer.
- 4.4 CIMB 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 services made available or to be made available to you under CIMB@Work payroll and banking solutions package.
- 4.5 Notwithstanding any terms contained herein, CIMB Bank reserves the right to suspend or terminate any or all of the services under CIMB@Work payroll and banking solutions package at any time without incurring any liability to you.
- 5. Provision of Information**
- 5.1 Subject to Clause 6, if your employee is a foreign national or not a Malaysian citizen, you, as the employer on best effort basis agree to provide the following to CIMB Bank:
- I. 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. This must be complied by you immediately upon the visa and/or passport updating/renewal of your foreign workers/employees (annually or such other applicable/required frequency);
  - II. A letter informing CIMB Bank of any termination or departure of your foreign worker/employee within fourteen (14) calendar days from the date of termination or departure. Thereafter CIMB Bank 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.

## 6. Disclosure

- 6.1 You hereby irrevocably consents and authorises, and confirms that you have duly obtained the consent and authority of your directors, shareholders, officers, employees, 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 Bank may deem fit (hereinafter referred to either singly or collectively as "Relevant Person"), for CIMB Bank:
- I. to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by CIMB Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with these Terms and Conditions and/or for the purpose of providing the services under CIMB@Work payroll and banking solutions package;
  - II. 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 Central Credit Reference Information System ("CCRIS"), Financial Information Services ("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 Bank to ascertain your status and/or the Relevant Person as may be required by CIMB Bank for the purposes of providing the services under CIMB@Work payroll and banking solutions package; any purpose related to or in connection with your account with CIMB Bank under these CIMB@Work Terms and Conditions; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;
  - III. 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](http://www.cimb.com.my)); and
  - IV. to provide the said Relevant Person with information on CIMB Bank's products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them, at CIMB Bank's sole discretion, without further reference to you and/or the Relevant Person.
- 6.2 By providing the relevant data and information of the Relevant Person (including but not limited to your employee who is a CIMB@Work Customer), you confirm that:
- I. You have obtained the written consent from the Relevant Person to disclose their details, information (including but not limited to salary details, passport and/or visa's details and furnish any related documents to CIMB Bank for the purpose of providing the services under CIMB@Work payroll and banking solutions package and/or enabling CIMB Bank to manage the Relevant Person's account with CIMB Bank and other purposes as stated in CIMB Group Privacy Notice (which is available at [www.cimb.com.my](http://www.cimb.com.my)).
  - II. You warranted that no further consent from the Relevant Person is necessary or required in relation the disclosure as abovestated and agreed to indemnify CIMB Bank against any losses, damages and or penalties which may be incurred by CIMB Bank arising out this confirmation.
- 6.3 You agree to undertake the responsibility to update CIMB Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, you agree that CIMB Bank shall have the right to terminate the provision of CIMB@Work payroll and banking solutions package to you and/or the Relevant Person.
- 6.4 You further agree that CIMB Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information and/or document forwarded CIMB Bank to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.
- 6.5 This clause shall be without prejudice to any other clause in these CIMB@Work Terms and Conditions which provides for the disclosure of information.

## 7. Miscellaneous

- 7.1 CIMB Bank may at its sole and absolute discretion upon giving notice from time to time vary, add to or amend these CIMB@Work Terms and Conditions.
- 7.2 Notification to you in respect of any such variation, addition or amendment ('the Amendment') shall be effected at CIMB Bank's absolute discretion through any one of the following means of communication, namely, via electronic means or by ordinary mail to your last known address or by posting a notice regarding the Amendment at each of CIMB Bank's

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

- 7.3 All statements of account, notices or any other communication sent by post to you at your last known address or electronic mail address stated in CIMB Bank's records shall be deemed to have been duly received by you within three (3) days of posting/sending.
- 7.4 Time shall be the essence herein but CIMB Bank'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 Bank's rights to subsequently act strictly in accordance therewith.
- 7.5 The illegality, invalidity or unenforceability of any terms herein shall not affect the legality, validity or enforceability of any other terms and conditions herein.
- 7.6 These CIMB@Work Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time. You submit to the exclusive jurisdiction of the Courts of Malaysia.
- 7.7 CIMB Bank's rights and entitlement under these CIMB@Work Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of any services under CIMB@Work payroll and banking solutions package by CIMB Bank.
- 7.8 These CIMB@Work Terms and Conditions shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of CIMB Bank or any change in CIMB Bank or any company by which the business of CIMB Bank may for the time being is carried on and/or your dissolution.
- 7.9 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of CIMB Bank and you respectively and the rights and your obligations herein cannot be assigned for any reasons whatsoever.
- 7.10 These CIMB@Work Terms and Conditions are in addition and subject to the agreement and/or terms and conditions governing the operation in relation to and /or arising under the CIMB Business Current Account that you maintained with CIMB Bank.
- 7.11 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.
- 7.12 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version or any other versions of these CIMB@Work Terms and Conditions, the English version shall prevail. Notwithstanding the aforementioned, where request is made by you for the Bahasa Malaysia version of these CIMB@Work Terms and Conditions, CIMB Bank shall provide the same to you and if the agreement is entered into on this basis, then the Bahasa Malaysia version of these CIMB@Work Terms and Conditions shall prevail.
- 7.13 In the event of any inconsistency, conflict, ambiguity or discrepancy between these CIMB@Work Terms and Conditions and the terms and conditions governing your CIMB Business Current Account, the CIMB@Work Terms and Conditions shall prevent in so far as it relates to CIMB@Work payroll and banking solutions package.
- 7.14 For complaint related to CIMB@Work payroll and banking solutions package, you may contact CIMB Bank's Customer Resolution Department bearing the following address, telephone, email and facsimile numbers (or bearing such other address, telephone, email and facsimile numbers which CIMB Bank may change by notification to the Customers):

Address : Customer Resolution Unit,  
P.O.Box 10338, GPO Kuala Lumpur 50710 Wilayah Persekutuan  
Contact Number : 603-6204 7788  
Email Address : CRU@cimb.com