

CIMB Bank Berhad's Terms and Conditions of Rate Protection Guarantee Service

By purchasing foreign currency or selling foreign currency via selected CIMB Bank Currency Exchange counters in Malaysia, you acknowledge that you have read and understood these terms and conditions of CIMB Bank Berhad (“**CIMB**” or “**us**”) relating to Rate Protection Guarantee (“**RPG**”) service from CIMB in relation to your purchase and/or sale of foreign currency. By requesting for this RPG service with us, you are indicating your acceptance to these terms and agreement to be bound by them. These terms and conditions shall apply to all contracts and/or purchase or sale of selected foreign currency transactions formed between you and us to the exclusion of any other terms and conditions you may seek to impose or incorporate, or which are implied by law or otherwise unless CIMB agrees, in writing, to vary these terms and conditions and confirm in writing, the variation to you.

1. GENERAL

1.1 The RPG service is only available to permanent residents Malaysia or non-Malaysians, who hold a valid identification card or passport.

2. ELIGIBILITY

2.1 To be eligible for this RPG service, you must transact either:

- 2.1.1 purchase of selected foreign currency at CIMB's Bank Sell rate; or
- 2.1.2 sale of selected foreign currency at CIMB's Bank Buy rate;

with a minimum amount of Ringgit Malaysia Three Thousand (RM3,000) equivalent in any of CIMB's 30 selected foreign currencies as set out in the table below:

List of Selected Foreign Currencies		
Australian Dollar	Chinese Renminbi	Pakistan Rupee
Brunei Dollar	Danish Kroner	Philippine Peso
Canadian Dollar	Hong Kong Dollar	Qatar Riyal
Swiss Dollar	Indian Rupee	Saudi Arabian Riyal
New Zealand Dollar	Indonesian Rupiah	Swedish Kroner
Singapore Dollar	Cambodian Riel	Thai Baht
Sterling Pound	Japanese Yen	New Taiwanese Dollar
United States Dollar	Sri Lanka Rupee	Vietnamese Dong
Euro Dollar	Macao Pataca	Korean Won
Emirates Dirhams	Norwegian Kroner	South African Rand

2.2 RPG service is only applicable for over the counter transactions at CIMB Bank Currency Exchange counters in Malaysia except at the following counters:

Counters	Address
Genting Highlands Service Kiosk	Lot G/G3.00, Genting Hotel, 69000 Genting Highlands, Pahang Darul Makmur, Malaysia.
Genting Highlands Sky Plaza	Lot No. T2-FX02, Level 1 Sky Avenue, 69000 Genting Highlands, Pahang Darul Makmur, Malaysia.

- 2.3 The RPG service, which is provided by CIMB at its absolute discretion with no additional fees or charges to you, entitles you to sell back or request CIMB to buy back up to thirty percent (30%) of your original purchase or sale, at the same rate, within thirty (30) days of the purchase and/or sale transaction.
- 2.4 To enjoy the RPG service, you must receive and retain the original RPG Receipt. The original RPG Receipt issued by us and provided to you will inter alia set out the transaction date, the guaranteed amount, the guaranteed value and the guaranteed rate. CIMB shall not entertain any request for RPG service without production of the original RPG Receipt and your valid identification card or passport.
- 2.5 To utilize the RPG service, you must produce within thirty (30) days of purchase and/or sale transaction, the original RPG Receipt and your valid identification card or passport as proof of your identity at a CIMB Bank Currency Exchange counter which is at the same location where you had effected the purchase and/or sale transaction.
- 2.6 CIMB shall not entertain any request of any third party for the RPG service even where the original RPG Receipt is produced.

3. CANCELLATIONS

- 3.1 Cancellation of any purchase or sale transaction is not permitted once CIMB has effected the transaction and the RPG Receipt has been issued.

4. RPG RECEIPT

- 4.1 The RPG Receipt sets out the sale or purchase transaction effected by you and you are to notify CIMB immediately upon your receipt of the RPG Receipt of any errors, irregularities or discrepancies. If you fail to inform CIMB immediately of any errors, irregularities or discrepancies in the RPG Receipt upon your receipt of the RPG Receipt, you shall be deemed to have conclusively accepted all the transaction details and other particulars as stated in the RPG Receipt as true and accurate in all respects.

5. GENERAL CONDITIONS

- 5.1 CIMB reserves the right to withdraw, cancel, terminate or suspend the RPG service in whole or in part upon giving prior notice of fourteen (14) calendar days. For the avoidance of doubt, withdrawal, cancellation, termination or suspension by CIMB of the RPG service shall not entitle customers or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred as a direct or indirect result of the act of withdrawal, cancellation, termination or suspension unless the same is due to CIMB's willful default or gross neglect.
- 5.2 CIMB reserves the right upon giving prior notice of twenty one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Terms and Conditions herein. Notification to customers in respect

of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB's website and CIMB's branches or CIMB Bank Currency Exchange counters where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the customer upon request; or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on customers as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification.

- 5.3 While CIMB shall make reasonable efforts to ensure that any product information, pricing and rates are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, CIMB shall have the right at their sole and absolute discretion, to refuse, avoid, nullify and/or cancel any orders placed and or any transaction effected in connection with the purchase and/or sale transaction and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. CIMB expressly disclaims liability for any losses and damages howsoever arising or incurred due to such errors, inaccuracy, misstatements or omissions.
- 5.4 CIMB's marketing collaterals (brochures, leaflet, poster, bunting and/or in any kind of printed materials, including the page published in CIMB's website in any kind of format) are for illustration purposes only.
- 5.5 CIMB may at its sole and absolute discretion disqualify and/or reject any customers that it determines to be tampering with the process or the operation of the RPG service, or to be acting in breach or potential breach of these Terms and Conditions.
- 5.6 The failure or delay on the part of CIMB in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CIMB. Any waiver by CIMB shall not operate as a waiver of any subsequent default by you.
- 5.7 If there is any inconsistency (ies), conflicts (s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the customer and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of these Terms & Conditions shall govern the customer's RPG service, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
- 5.8 For feedbacks and/or complaints related to the RPG service, customer (s) may contact CIMB's Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB may change by notification to customer (s)): CIMB Bank Berhad, Customer Resolution Unit (CRU), P.O.Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Telephone: +603-6204 7788 / Email: cru@cimb.com