

Important Notice Dated 22 July 2020

NOTICE OF AMENDMENTS TO THE AGREEMENT GOVERNING CIMB BANK GOLD INVESTMENT ACCOUNT VIA CIMB CLICKS AGREEMENT AND e-GOLD INVESTMENT ACCOUNT (eGIA)

Dear Valued Customers,

We hereby give 21 days' notice that the agreement governing CIMB Bank Gold Investment Account Via CIMB Clicks Agreement and e-Gold Investment Account ("eGIA") have been revised for easier understanding and to include additional declarations. This revision shall take effect on **13 August 2020**.

For ease of reference, we set out a tabulation of the revised clauses as follows:

1) CIMB BANK GOLD INVESTMENT ACCOUNT VIA CIMB CLICKS AGREEMENT

NO	CLAUSES	EXISTING CLAUSE	NEW/REVISED CLAUSE
1.	2.3- Account Opening	2.3 I acknowledge that the GIA via CIMB Clicks shall be governed by and subject to the terms and conditions set out in this Agreement, in the Designated Affiliate Account, the Bank's standard forms provided via CIMB Clicks, the Bank's Terms of Access governing your use of CIMB Clicks and CIMB Clicks Internet Banking Agreement ("the terms and conditions") as amended, varied and/or reviewed from time to time by the Bank upon giving twenty-one (21) calendar days prior notice. In the event of any conflict or discrepancy between any of the terms and conditions, the terms and conditions herein shall prevail and be deemed as binding on me.	2.3 For the purpose of making full settlement for gold purchased by me pursuant to the terms stated in this Agreement, I shall open and/or maintain a conventional savings account or current account with the Bank ("Designated Affiliate Account"). I authorize the Bank to debit the Designated Affiliate Account for the settlement of gold purchased by me, any annual service fee, stamp duty (if any), penalties or such other fees and/or charges and/or any taxes which may incur under this Agreement or the GIA via CIMB Clicks. The prevailing fees and charges imposed are displayed at the Bank's premises and/or on its website. I further acknowledge and agree that the Bank may reject my application to open GIA via CIMB Clicks if I fail and/or refuse to open and/or maintain the above Designated Affiliate Account. I acknowledge and agree that the provisions of clauses 3, 14, 22 and 30, all representations and declarations made by me and the Bank's rights under this Agreement shall survive and remain in full force and effect regardless of the Bank's rejection of my application to open GIA via CIMB Clicks.
2.	3- Declaration	3.1 I have full legal capacity, rights, power and authority to enter into contracts for the purchase and sale of gold. 3.2 I understand that the returns on the GIA via CIMB Clicks depends on gold price	3.1 I have full legal capacity, rights, power and authority to open and maintain the GIA via CIMB Clicks and enter into contracts for the purchase and sale of gold.

	<p>fluctuations and confirm that I am fully aware of the features and risks of opening and maintaining the GIA via CIMB Clicks by the Bank. I understand and hereby agree to bear any loss arising from the fluctuation in the price of gold.</p> <p>3.3 I recognize and acknowledge that the returns on my investment in gold are uncertain and there is a possibility that I risk earning no returns and/or may incur losses. I hereby confirm that I have been advised to read and understand the contents of this Agreement and the decision to open the GIA via CIMB Clicks is based on my own judgment and/or on independent advice obtained without relying on any material provided or advice given by the Bank or its representatives.</p> <p>3.4 I agree that the Bank shall not have any responsibility or liability whatsoever to me for any depletion or diminution in the value of the gold purchased under the GIA via CIMB Clicks and for any other losses, damages, cost or expenses incurred or suffered by me including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the GIA via CIMB Clicks or in respect of the sale or purchase of the gold held in connection therewith.</p> <p>3.5 I understand and agree that the Bank may at any time suspend and/or not effect my purchase and/or sale of gold under the GIA via CIMB Clicks standing to the credit under the GIA via CIMB Clicks without assigning any reasons and I hereby agree that such suspension, refusal to effect my purchase and/or sale of gold under the GIA via CIMB Clicks shall not entitle me or any other third party to any claim or compensation against the Bank for any direct or indirect losses or damages suffered by me or any other third party arising therefrom.</p>	<p>3.2 I declare that the information furnished in the application form(s) completed by me in relation to the application for GIA via CIMB Clicks are true, accurate and complete. I have not withheld any information which may prejudice my application or have a bearing on the Bank's decision.</p> <p>3.3 I understand and agree that the application form(s) in relation to my application for GIA via CIMB Clicks remain the Bank's property regardless of whether my application for GIA via CIMB Clicks is approved and the Bank reserves the right to reject my application at its discretion.</p> <p>3.4 I understand that the returns on the GIA via CIMB Clicks depends on the gold price fluctuations and agree to bear any loss arising from the fluctuation in the gold price. I confirm that I am fully aware of the features and risks of opening and maintaining the GIA via CIMB Clicks by the Bank before opening this GIA via CIMB Clicks.</p> <p>3.5 I acknowledge that the returns on my investment in gold are uncertain and there is a possible risk of not earning returns and/or I may incur losses. I hereby confirm that I have been advised to read and understand the contents of this Agreement and the decision to open the GIA via CIMB Clicks is based on my own decision relying on material provided or advice given by the Bank or its representatives.</p> <p>3.6 I agree that the Bank shall not have any responsibility or liability to me for (a) any depletion or diminution in the value of the gold purchased under the GIA via CIMB Clicks and (b) for any other losses, damages, cost or expenses incurred or suffered by me including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the GIA via CIMB Clicks or in respect of the sale or purchase of the gold held in connection therewith, unless I am able to</p>
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			<p>that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.</p> <p>3.10 I consent and authorise any credit reporting agency registered under the Credit Reporting Agencies Act 2010 (“CRA”) to process and disclose any of my credit information (as defined in the CRA) in the records of the CRA to the Bank for the purposes of processing or considering my GIA via CIMB Clicks application including but not limited to credit evaluation, fraud checks, credit reviews, credit monitoring and debt recovery processes. I further consent and authorise the credit reporting agencies to disclose any of my credit information to the credit reporting agencies’ subscribers for purposes of fraud detection and fraud prevention.</p> <p>3.11 I assure the Bank that I will exercise due care not to facilitate funds from proceeds of any unlawful activity to be channeled through my GIA via CIMB Clicks with the Bank and undertake to provide the Bank with all relevant information and documents, as and when requested, for purposes of my identification and/or verification of the source of my funds or purpose of transaction under the “Know Your Client” principle.</p> <p>3.12 I declare that I am/used to be formerly a Politically Exposed Person (“PEP”)/Family Member of the PEP/Close Associates of the PEP.</p> <p>Definitions:</p> <p>a) Politically Exposed Person (“PEP”) means a person who is or has been entrusted with a prominent public function. For example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.</p> <p>b) Family Member of the PEP means spouse, child, parents, parents-in-law, siblings, relative/ extended family.</p>
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3.	14- Death or incapacity of customer	<p>14 In the event of any disability or incapacity of me, the Bank is entitled to act in accordance with the instructions given by me or by any one or more of us subject to compliance of such requirements or procedures as determined by the Bank at its absolute discretion from time to time.</p>	<p>14 In the event of death, disability or incapacity, the Bank is entitled to take such actions as it deems fit, including making any payments to the order of the beneficiary of the GIA via CIMB Clicks subject to compliance with all applicable laws, Shariah laws, regulations and/ or any internal policies and procedures of the Bank. Any such payment effected by the Bank shall constitute the Bank's valid and conclusive discharge of all its obligations under this Agreement.</p>
4.	15- Indemnity and limitation of liability	<p>15.1 The Bank shall not be responsible for and I hereby agree and undertake to indemnify and keep indemnified the Bank and hold the Bank harmless against all losses, costs, and expenses which may be incurred by me or the Bank, including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the GIA via CIMB Clicks or in respect of the Bank's execution of any instructions for the sale or purchase held in connection therewith (notwithstanding such instructions may be fraudulent or unauthorised) unless they arise from and are caused directly by the Bank's gross negligence or willful default</p>	<p>15.1 I hereby agree and undertake to indemnify and keep indemnified the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs, expenses (including legal costs on a solicitor and client basis), taxes or duties which may be incurred by me or the Bank, including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the GIA via CIMB Clicks or in respect of the Bank's execution of any instructions for the sale or purchase held in connection therewith (notwithstanding such instructions may be fraudulent or unauthorised) unless I can prove that these penalties, damages, claims, losses, costs , expenses, taxes or duties are caused by the Bank's gross negligence or willful default.</p> <p>15.2 The Bank's total liability to me shall only be limited to actual direct loss suffered by me, provided that the claim is supported by</p>

			documentary evidence submitted by me to the Bank. The Bank will not be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that I may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.
5.	22-Disclosure	<p>22.1 Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by me; and (ii) require my express consent for disclosure of information to third parties for the stated purposes, I hereby agree and authorise the Bank to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to me, my affairs and/or any accounts maintained by me with the Bank for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers.</p> <p>22.2 Further, in the event of my death, the Bank is hereby authorized to disclose my account information to Amanah Raya Berhad or any other body appointed by the authorities to discharge the functions of a public trustee and/or to any solicitor appointed by my next of kin in relation to any applications for grant of probate or letters of administration.</p>	<p>22.1 Subject to the provisions below which (i) prohibit disclosure of information to entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") if objected to by me; and (ii) require my express consent for disclosure of information to third parties for the stated purposes, I hereby agree and authorise the Bank to disclose any information relating to me, my affairs and/or any accounts maintained by me with the Bank to:</p> <ul style="list-style-type: none"> • its agents, service providers, auditors, legal counsel and professional advisors in or outside Malaysia; • the Credit Bureau established by Bank Negara Malaysia, DCHEQS and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank; • the Group Companies whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia; • Amanah Raya Berhad or any other body appointed by the authorities to discharge the functions of a public trustee and/ or to any solicitor appointed by my/ our next of kin in relation to any application for grant of probate or letter of administration upon my death

22.3 Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other 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 me by contacting the Bank at the following address, email address or telephone number (which may be changed by the Bank from time to time by notice to me): Address: P.O.Box 10338, GPO Kuala Lumpur, 50710 Kuala Lumpur, e-mail address: cru@cimb.com, Tel No.: 03-6204 7788.

22.4 Further, where the Bank intends to share my information (excluding information relating to my affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank shall ensure that consent from you has been obtained. Where I have given consent for the disclosure of my information to third parties for marketing, promotional and strategic alliances purposes, I hereby further agree that all marketing, promotional materials and any other documents relating to the same may be sent to me via: post, e-mail, short messaging system (SMS) or telephone as "choice of notification".

22.5 I hereby agree and expressly authorise and invite the Bank's employees, independent contractor, representatives and/or agents to contact me from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.

22.6 Not in derogation of the foregoing and based on my existing mailing address(es), e-mail address (es), telephone number(s) and or any of my other contact particulars deposited or recorded with the Bank, the

for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers.

22.2 Disclosure by the Bank to Group Companies may also be for cross selling and other 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 me** 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 me): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788 / e-mail: cru@cimb.com
Further, where the Bank intends to share my information (excluding information relating to my affairs or account) with third parties, such as strategic alliances for marketing and promotional purposes, the Bank shall ensure that my consent has been obtained.

22.3 I hereby agree and expressly authorise and invite the Bank's employees, independent contractor, representatives and/or agents to contact me from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.

22.4 Not in derogation of the foregoing and based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of my deposited or recorded with the Bank, the Bank is hereby irrevocably authorised (but not obliged) to contact and/or notify me by post and/or electronic mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other mode of communication selected by the Bank at its sole discretion. Information or notification so

		<p>Bank is hereby irrevocably authorized (but not obliged) to contact and/or notify me by post and/or electronic mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other mode of communication selected by the Bank at its sole discretion. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation the GIA via CIMB Clicks and/or any information relating to any services, benefits, promotions, programmes of the Bank and or of any other party held jointly or in conjunction with the Bank.</p> <p>22.7 I hereby acknowledge that I have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB branches as well as at the CIMB website at www.cimbbank.com.my or has otherwise made available to me) and confirm my agreement to the same.</p>	<p>sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the GIA via CIMB Clicks and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.</p>
6.	24- Notices	<p>24.1 Notices to me by the Bank of whatever nature may at the option of the Bank be communicated to me through any one (1) of the following means:-</p> <ul style="list-style-type: none"> (i) by way of a single publication in one or more newspaper of the Bank's choice; and/or (ii) by ordinary post to my address in the Bank's record; and/or (iii) by short messaging service (SMS) to my mobile number in the Bank's record or electronic mail to my e-mail address in the Bank's record; and/or (iv) by way of posting a notice in the Bank's banking halls and/or on the Bank's website. <p>24.2 The communication made by the Bank hereunder shall be deemed to have been received or communicated to me: -</p> <ul style="list-style-type: none"> (i) on the date of first publication in any newspaper of the Bank's choice if communication is effected by the Bank in 	<p>24.1 All communication sent by the Bank by instantaneous communication and/or by post to or left at my/ our address last registered with the Bank, and/or by publication on the Bank's website or any of the Bank's branches shall be deemed delivered to and received by me/ us: (i) if sent by post, on the seventh (7th) day after posting; (ii) if by any forms of instantaneous communication (including by electronic mail and/or short messaging service (SMS) and voice recording), immediately; (iii) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.</p>

		<p>accordance with the provisions of Clause 24.1(i) above; and/or</p> <p>(ii) three (3) calendar days after the date of posting of the notice to me by ordinary post if communication is made or effected by the Bank in accordance with the provisions of Clause 24.1(ii) above; and/or</p> <p>(iii) on the date the notice is sent by SMS or electronic mail to me in accordance with the provisions of Clause 24.1(iii) above; and/or</p> <p>(iv) on the date of posting the notice in the Bank's banking hall and/or on the Bank's website.</p> <p>24.3 At the election of the Bank, all court documents to be served on me within and outside the jurisdiction of the High Court of Malaysia may be served on me by post.</p>	
7.	25- Address and particulars / Change in particulars	<p>25 Address and particulars</p> <p>I agree to immediately notify the Bank in writing of any change of address, e-mail address, signature and/or other particulars recorded with the Bank. Otherwise, the Bank shall be entitled to rely on the same last registered address, e-mail address and particulars with the Bank as true and accurate.</p>	<p>25 Change in particulars</p> <p>Any change of my/our e-mail address(es), mailing address(es), telephone number(s), signature(s) and/or other particulars recorded with the Bank must be promptly notified to the Bank by the me/us. Such notification must be made in writing and supported by any documentation that the Bank may require and shall only be effective upon receipt by the Bank.</p>
8.	30- Privacy Clause	Nil	<p>30.1 I hereby confirm that I have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my) and the clauses herein, as may relate to the processing of the my personal information. For the avoidance of doubt, I agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.</p> <p>30.2 In the event I provide personal and financial information relating to third parties, including information relating to my next-of-kin and dependents, for the purpose of opening or operating the my account(s)/facility(ies) with the Bank or</p>

			<p>otherwise subscribing to the Bank's products and services, I (a) confirm that I have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank 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 is accurate; (c) agree to update the Bank in writing if there is any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.</p> <p>30.3 Where I instruct the Bank 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 the Bank and/or our agents to enter into any cross-border transaction on my behalf, I agree to the above said disclosures on behalf of me and others involved in the said cross-border transaction.</p> <p>30.4 The Bank 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 the Bank to ascertain my status as may be required to help make decisions, for example when the Bank 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 the account holder's portfolio(s); (c) recover debts; and/or (d) any</p>
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			<p>purpose related to or in connection with the account/facility under these Terms and Conditions. I will be linked by credit reporting/reference agencies to any other names I use or have used, and any joint and several applicants. The Bank may also share information about me and how I manage my account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose my credit information to its subscribers for purposes of fraud detection and fraud prevention.</p> <p>30.5 Even after I have provided the Bank with any information, I will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information with at least three (3) business days' prior written notice to me.</p> <p>30.6 For the purposes of this Clause 30, CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.</p> <p>30.7 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.</p>
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2) CIMB BANK e-GOLD INVESTMENT ACCOUNT AGREEMENT

NO	CLAUSES	EXISTING	NEW
1.	2.3- Account Opening	2.3 I/We acknowledge that the eGIA shall be governed by and subject to the terms and conditions set out in this Agreement, in the Designated Affiliate Account, the Bank's standard forms ("the terms and conditions") as amended, varied and/or reviewed from time to time by the Bank upon giving twenty-one (21) calendar days' prior notice. In the event of any conflict or discrepancy between any of the terms and conditions, the terms and conditions herein shall prevail and be deemed as binding on me/us.	2.3 For the purpose of full settlement of gold purchased by me/us pursuant to the terms stated in this Agreement, I/we shall open and maintain a conventional savings account or current account ("Designated Affiliate Account") with the Bank. I/We authorize the Bank to debit my/our Designated Affiliate Account for the settlement of gold purchased by me/us, any annual service fee, stamp duty, any penalties or such other fees and/or charges and/or any taxes which may incur under this Agreement or in connection with the eGIA. The prevailing fees and charges imposed are displayed at the Bank's premises and/or on its website. I/We further acknowledge and agree that the Bank may reject my/our application to open a eGIA if I/we fail and/ or refuse to open and/or maintain the above Designated Affiliate Account. I/ We acknowledge and agree that the provisions of clauses 3, 14 22, and 30, all representations and declarations made by me/ us and the Bank's rights under this Agreement shall survive and remain in full force and effect regardless of the Bank's rejection of my/ our application to open eGIA.
2.	3- Declaration	<p>3.1 I/We have full legal capacity, rights, power and authority to enter into contracts for the purchase and sale of gold.</p> <p>3.2 I/We understand that the returns on the eGIA depends on gold price fluctuations and confirm that I/we have been fully briefed on the features and risks of opening and maintaining the eGIA by the Bank. I/We understand and hereby agree to bear any loss arising from the fluctuation in the price of gold.</p> <p>3.3 I/We recognize and acknowledge that the returns on my/our investment in gold are uncertain and there is a possibility that I/we risk earning no returns and/or may incur losses. I/We hereby confirm that I/we</p>	<p>3.1 I/We have full legal capacity, rights, power and authority to enter into contracts for the purchase and sale of gold.</p> <p>3.2 I/We declare that the information furnished in the application form(s) completed by me/us in relation to the application for eGIA are true, accurate and complete. I/We have not withheld any information which may prejudice my/our application or have a bearing on the Bank's decision.</p> <p>3.3 I/We understand and agree that the application form(s) in relation to my/our application for eGIA remain the Bank's property regardless of whether my/our application for eGIA is approved and the</p>

	<p>have been advised to read and understand the contents of this Agreement and the decision to open the eGIA is based on my/our own judgment and/or on independent advice obtained without relying on any material provided or advice given by the Bank or its representatives.</p> <p>3.4 I/We agree that the Bank shall not have any responsibility or liability whatsoever to me/us for any depletion or diminution in the value of the gold purchased under the eGIA and for any other losses, damages, cost or expenses incurred or suffered by me/us including but not limited to the incurrance of any taxes and/or other levy with respect to the establishment, issuance or operation of the eGIA or in respect of the sale or purchase of the gold held in connection therewith.</p> <p>3.5 I/We understand and agree that the Bank may at any time suspend and/or not effect my/our purchase and/or sale of gold under the eGIA standing to the credit under the eGIA without assigning any reasons and I/we hereby agree that such suspension, refusal to effect my/our purchase and/or sale of gold under the eGIA shall not entitle me/us or any other third party to any claim or compensation against the Bank for any direct or indirect losses or damages suffered by me/us or any other third party arising therefrom.</p> <p>3.6 As and when required, I/we shall furnish the Bank with any information/financial statements required by the Bank for the purpose of regulatory reporting obligations or for whatsoever reasons which the Bank deems reasonable or necessary.</p>	<p>Bank reserves the right to reject my/ our application at its discretion.</p> <p>3.4 I/We understand that the returns on the eGIA depends on the gold price fluctuations and agree to bear any loss arising from the fluctuation in the gold price. I/We have been briefed by the Bank on the features and risks of opening and maintaining the eGIA before opening this eGIA.</p> <p>3.5 I/We acknowledge that the returns on my/our investment in gold are uncertain and there is a possible risk of not earning returns and/or I/we may incur losses. I/We hereby confirm that I/we have been advised to read and understand the contents of this Agreement and the decision to open the eGIA is based on my/our own decision relying on material provided or advice given by the Bank or its representatives.</p> <p>3.6 I/We agree that the Bank shall not be responsible or liable to me/us for any depletion or diminution in the value of the gold purchased under the eGIA and any other losses, damages, cost or expenses incurred or suffered by me/us including but not limited to the incurrance of any taxes and/or other levy with respect to the establishment, issuance or operation of the eGIA or in respect of the sale or purchase of the gold held in connection therewith unless I/We are able to prove that these losses, damages, costs or expenses are caused by the gross negligence or willful default of the Bank.</p> <p>3.7 I/We understand and agree that the Bank may at any time suspend and/or refuse to carry out my/our instructions to purchase and/or sell gold under the eGIA standing to my/our credit without having to give any reason, by giving notice to me/us and I/we hereby agree that such suspension and/ or refusal to carry out my/our purchase and/or sale of gold under the eGIA shall not entitle me/us or any other third party to any claim</p>
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			<p>or compensation against the Bank for any direct or indirect losses or damages suffered by me/us or any other third party arising from the suspension and/ or refusal to carry out the instructions</p> <p>3.8 I/We shall furnish the Bank with any information or financial statements for the purpose of regulatory reporting obligations or for any reasons which the Bank deems reasonable or necessary upon the Bank's request.</p> <p>3.9 I/We confirm that the Bank is authorised to verify and/or make any checks and/or obtain any information and/or confirmation at any time now and/or in the future, with or from any source, previous, current and future employers and/or any credit reference/reporting agencies, including but not limited to Central Credit Reference Information System ("CCRIS"), Credit Tip-Off Service ("CTOS"), Financial Information System ("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 the Bank to ascertain my/our status for the consideration of the application for eGIA and thereafter if the application is approved for the purposes of the opening and/or continued maintenance of my/ our eGIA; and/or any purpose related to or in connection with eGIA applied for; and/or for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.</p> <p>3.10 I/We consent and authorise any credit reporting agency registered under the Credit Reporting Agencies Act 2010 ("CRA") to process and disclose any of my/our credit information (as defined in the CRA) in the records of the CRA to the Bank for the purposes of processing or considering my/ our eGIA application including but not limited to credit evaluation, fraud checks, credit reviews, credit monitoring and debt</p>
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			<p>recovery processes. I/We further consent and authorise the credit reporting agencies to disclose any of my/our credit information to the credit reporting agencies' subscribers for purposes of fraud detection and fraud prevention.</p> <p>3.11 I/We assure the Bank that I/we will exercise due care not to facilitate funds from proceeds of any unlawful activity to be channeled through my/our eGIA with the Bank and undertake to provide the Bank with all relevant information and documents, as and when requested, for purposes of my/our identification and/or verification of the source of my/our funds or purpose of transaction under the "Know Your Client" principle.</p> <p>3.12 I/ We declare that I am/used / we are/used to be formerly a Politically Exposed Person ("PEP")/Family Member of the PEP/Close Associates of the PEP. Definitions: a) Politically Exposed Person ("PEP") means a person who is or has been entrusted with a prominent public function. For example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. b) Family Member of the PEP means spouse, child, parents, parents-in-law, siblings, relative/extended family. c) Close Associates of the PEP means work colleague, close friend, driver, bodyguard, secretary, political adviser, guarantor, business associate, business partner, lawyer, person acting on behalf, others.</p> <p>3.13 I/We confirm that my/our eGIA shall only be used for my/our personal non-business purposes such as for my/ our purchase and/or sale of gold purposes. I/ We undertake to open, maintain or establish a separate business or non-personal account</p>
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			for business, association, society, or trading purposes.
3.	15- Indemnity and Limitation of liability	15.1 The Bank shall not be responsible for and I/We hereby jointly and severally agree and undertake to indemnify and keep indemnified the Bank and hold the Bank harmless against all losses, costs, and expenses which may be incurred by me/us or the Bank, including but not limited to the incurrance of any taxes and/or other levy with respect to the establishment, issuance or operation of the eGIA or in respect of the Bank's execution of any instructions for sale or purchase held in connection therewith (notwithstanding such instructions may be fraudulent or unauthorised) unless they arise from and are caused directly by the Bank's gross negligence or willful default.	<p>15.1 I/We hereby jointly and severally agree and undertake to indemnify and keep indemnified the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs, expenses (including legal costs on a solicitor and client basis, taxes or duties which may be incurred by me/us or the Bank, including but not limited to the incurrance of any taxes and/or other levy with respect to the establishment, issuance or operation of the eGIA or in respect of the Bank's execution of any instructions for sale or purchase held in connection therewith (notwithstanding such instructions may be fraudulent or unauthorised) unless I/we can prove that these penalties, damages, claims, losses, costs, expenses, taxes or duties are caused by the Bank's gross negligence or willful default.</p> <p>15.2 The Bank's total liability to me/ us shall only be limited to actual direct loss suffered by me/ us, provided that the claim is supported by documentary evidence submitted by me/ us to the Bank. The Bank will not be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that I/ we may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.</p>
4.	22- Disclosure	22.1 Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by me/us; and (ii) require my/our express consent for disclosure of information to third parties for the stated purposes, I/we hereby agree and authorise the Bank to disclose to any of its agents, service providers, auditors, legal	22.1 Subject to the provisions below which (i) prohibit disclosure of information to entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") if objected to by me/ us; and (ii) require my/ our express consent for disclosure of information to third parties for the stated

	<p>counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to me/us, my/our affairs and/or any accounts maintained by me/us with the Bank for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers.</p> <p>22.2 Further, in the event of my death, the Bank is hereby authorized to disclose my/our account information to Amanah Raya Berhad or any other body appointed by the authorities to discharge the functions of a public trustee and/or to any solicitor appointed by my next of kin in relation to any applications for grant of probate or letters of administration.</p> <p>22.3 Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other 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 me/ us by contacting the Bank at the following address, email address or telephone number (which may be changed by the Bank from time to time by notice to me): Address: P.O.Box 10338, GPO Kuala Lumpur, 50710 Kuala Lumpur, e-mail address: cru@cimb.com, Tel No.: 03-6204 7788.</p> <p>22.4 Further, where the Bank intends to share my/our information (excluding information relating to my/our affairs or account) with third parties for strategic</p>	<p>purposes, I/ we hereby agree and authorise the Bank to disclose any information relating to me/ us, my/ our affairs and/or any accounts maintained by me/ us with the Bank to:</p> <ul style="list-style-type: none"> • its agents, service providers, auditors, legal counsel and professional advisors in or outside Malaysia; • the Credit Bureau established by Bank Negara Malaysia, DCHEQS and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank; • the Group Companies whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia; • Amanah Raya Berhad or any other body appointed by the authorities to discharge the functions of a public trustee and/ or to any solicitor appointed by my/ our next of kin in relation to any application for grant of probate or letter of administration upon my/ our death <p>for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers.</p> <p>22.2 Disclosure by the Bank to Group Companies may also be for cross selling and other 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 me/ us 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 me/ us): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan.Tel:+603 6204 7788 / e-mail: cru@cimb.com</p>
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		<p>alliances, marketing and promotional purposes, the Bank shall ensure that consent from me/us have been obtained. Where I/we have given consent for the disclosure of my/our information to third parties for marketing, promotional and strategic alliances purposes, I/we hereby further agree that all marketing, promotional materials and any other documents relating to the same may be sent to me/us via: post, e-mail, short messaging system (SMS) or telephone as "choice of notification".</p> <p>22.5 I/We hereby agree and expressly authorize and invite the Bank's employees, independent contractor, representatives and/or agents to contact me/us from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.</p> <p>22.6 Not in derogation of the foregoing and based on my/our existing mailing address(es), e-mail address(es), telephone number(s) and/or any of my/our other contact particulars deposited or recorded with the Bank, the Bank is hereby irrevocably authorized (but not obliged) to contact and/or notify me/us by post and/or electronic mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other mode of communication selected by the Bank at its sole discretion. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the eGIA and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.</p>	<p>Further, where the Bank intends to share my/ our information (excluding information relating to my/ our affairs or account) with third parties, such as strategic alliances for marketing and promotional purposes, the Bank shall ensure that my/ our consent has been obtained.</p> <p>22.3 I/ We hereby agrees and expressly authorise and invite the Bank's employees, independent contractor, representatives and/or agents to contact me/ us from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.</p> <p>22.4 Not in derogation of the foregoing and based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of my/ our deposited or recorded with the Bank, the Bank is hereby irrevocably authorised (but not obliged) to contact and / or notify me/ us by post and/or electronic mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other mode of communication selected by the Bank at its sole discretion. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the Savings Account and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.</p>
5.	24- Notices	24.1 Notices to me/us by the Bank of whatever nature may at the option of the	24.1 All communication and notices sent by the Bank by instantaneous communication

		<p>Bank be communicated to me/us through any one (1) of the following means: -</p> <p>(i) by way of a single publication in one or more newspaper of the Bank's choice; and/or</p> <p>(ii) by ordinary post to my/our address in the Bank's record; and/or</p> <p>(iii) by short messaging system (SMS) to my/our mobile number in the Bank's record or electronic mail to my/our e-mail address in the Bank's record; and/or</p> <p>(iv) by way of posting a notice in the Bank's banking halls and or on the Bank's website.</p> <p>24.2 The communication made by the Bank hereunder shall be deemed to have been received or communicated to me/us:-</p> <p>(i) on the date of first publication in any newspaper of the Bank's choice if communication is effected by the Bank in accordance with the provisions of Clause 24.1(i) above; and/or</p> <p>(ii) three (3) calendar days after the date of posting of the notice to me/us by ordinary post if communication is made or effected by the Bank in accordance with the provisions of Clause 24.1(ii) above; and/or</p> <p>(iii) on the date the notice is sent by SMS or electronic mail to me/us in accordance with the provisions of Clause 24.1(iii) above; and/or</p> <p>(iv) on the date of posting the notice in the Bank's banking hall and/or on the Bank's website.</p> <p>24.3 At the election of the Bank, all court documents to be served on me/us within and outside the jurisdiction of the High Court of Malaysia may be served on me/us by post.</p>	<p>and/or by post to or left at my/ our address last registered with the Bank, and/or by publication on the Bank's website or any of the Bank's branches shall be deemed delivered to and received by me/ us: (i) if sent by post, on the seventh (7th) day after posting; (ii) if by any forms of instantaneous communication (including by electronic mail and/or short messaging service (SMS) and voice recording), immediately; (iii) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.</p>
6.	25- Address and particulars	<p>25 Address and particulars</p> <p>I/We agree to immediately notify the Bank in writing of any change of address, signature and/or other particulars recorded with the Bank. Otherwise, the Bank shall be</p>	<p>25 Change in particulars</p> <p>Any change of my/ our e-mail address(es), mailing address(es), telephone number(s), signature(s) and/or other particulars recorded with the Bank must be promptly</p>

	/ Change in particulars	entitled to rely on the same last registered address and particulars with the Bank as true and accurate.	notified to the Bank by the me/ us. Such notification must be made in writing and supported by any documentation that the Bank may require and shall only be effective upon receipt by the Bank.
7.	30- Privacy Clause	<p>[] I/We hereby acknowledge that I/we have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB branches as well as at the CIMB website at www.cimbbank.com.my or has otherwise made available to me/us) and confirm my/our agreement to the same.</p>	<p>30.1 I/ We hereby confirms that I/ we have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my) and the clauses herein, as may relate to the processing of the my/ our personal information. For the avoidance of doubt, I/ we agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.</p> <p>30.2 In the event I/ we provide personal and financial information relating to third parties, including information relating to my/ our next-of-kin and dependents, for the purpose of opening or operating the my/ our account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, I/ we (a) confirm that I/ we have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank 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 is accurate; (c) agree to update the Bank in writing if there is any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Savings Account should such consent be withdrawn by any of the said third parties.</p> <p>30.3 Where I/ we instruct the Bank 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</p>

			<p>authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transaction on my/ our behalf, I/ we agree to the above said disclosures on behalf of me/ us and others involved in the said cross-border transaction.</p> <p>30.4 The Bank 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 the Bank to ascertain my/ our status as may be required to help make decisions, for example when the Bank 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 the account holder's portfolio(s); (c) recover debts; and/or (d) any purpose related to or in connection with the account/facility under these Terms and Conditions. I/ we will be linked by credit reporting/reference agencies to any other names I/ we use or have used, and any joint and several applicants. The Bank may also share information about me/ us and how I/ we manage my/ our account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose my/ our credit information to its subscribers for purposes of fraud detection and fraud prevention.</p> <p>30.5 Even after I/ we have provided the Bank with any information, I/ we will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with</p>
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			<p>such information with at least three (3) business days' prior written notice to me/ us.</p> <p>30.6 For the purposes of this Clause 30, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.</p> <p>30.7 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.</p>
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For queries, you may refer to a list of Frequently Asked Questions (FAQ) which has been prepared as below.

Thank you.

The Management

CIMB Bank Berhad [197201001799 (13491-P)]

Frequently Asked Questions (FAQ)

No	Question	Answer
1	What is the purpose of the revision?	The purpose of the revision is to make CIMB Bank Gold Investment Account Via CIMB Clicks Agreement and e-Gold Investment Account (“eGIA”) (“Agreements”) simpler for customers’ understanding. It is our commitment to treat all our customer fairly in accordance with the revised Agreements.
2	What are the products applicable to this revision?	This revision is applicable to CIMB Bank Gold Investment Account Via CIMB Clicks Agreement and e-Gold Investment Account (“eGIA”).
3	When will the revised a Agreements take effect	The revised Agreements will take effect on 13 August 2020.
4	Are the revised Agreements applicable to existing customers as well?	Yes.
5	Do existing customers need to sign a new or supplementary document on these revised Agreements?	No, all existing Agreements remain unchanged. We will apply fair treatment across the board for both existing and new customers.
5	Will this impact my existing Agreements?	No, all existing Agreements remain unchanged. However, it is our commitment that we will apply fair treatment across the board for both existing and new customers.
6	Do I need to pay any additional fees and charges arising from improvement of Agreements?	No, there are no additional fees and charges with this revision.
7	If I have further queries in future, who do I go to?	For further assistance, you may reach to us via letter, phone call and email: Address: CIMB Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Telephone No: +603-6204 7788 Email: cru@cimb.com