

Date :

To : CIMB Bank Berhad / CIMB Islamic Bank Berhad (collectively "the Bank")

RE: LETTER OF INDEMNITY FOR TELECOMMUNICATION INSTRUCTIONS

Reference is made to the above matter.

In consideration of CIMB Bank Berhad/CIMB Islamic Bank Berhad ("**the Bank**" or "**you**") agreeing to accept instructions from me from time to time via telephone, video call and/or mobile phone (including short messaging service (SMS) or multimedia messaging service (MMS) sent from my mobile phone, mobile banking applications, telex, facsimile, e-mail or other means of telecommunication in the Bank's records (collectively known as "**Telecommunication Instructions**") and to act in accordance with my Telecommunication Instructions, I agree and confirm:

1. The Bank is hereby authorized to act on the Telecommunication Instructions which the Bank in good faith, believes emanates from me after taking reasonable steps to verify my identity, and the Bank shall not be liable for acting on Telecommunication Instructions which in fact emanate from unauthorized individuals unless due directly to the Bank's wilful default or gross negligence.
2. I agree not to hold the Bank, its directors, officers, employees, agents and correspondents ("**Representatives**") liable or responsible for accepting, relying and acting on the Telecommunication Instructions and undertake to keep the Representatives indemnified at all times against all claims, demands, actions, proceedings, damages, (whether direct or indirect), losses (including consequential losses), costs and expenses incurred or suffered by the Bank and/or its Representatives ("**Losses**") arising out of anything done or omitted to be done, pursuant to, or directly or indirectly out of, or in connection with accepting my Telecommunication Instructions, unless such Losses are due directly to the Bank's wilful default or gross negligence.
3. I consent to the recording of the Telecommunication Instructions, agree that the recordings and documentary records may be submitted in evidence in any proceedings or dispute forum, and further agree that the Bank is not obligated to maintain copies of such recordings and transcripts for my benefit.
4. Prior to acceptance of Telecommunication Instructions from me, I understand the Bank will take the following steps for subscription of investments :-
 - (i) Bank will first send a pre-transaction email to my email address in the Bank records relating to my prospective Telecommunication Instructions and I hereby allow the Bank to attach to that email, the required documents containing, among

others, the terms & conditions and the acknowledgement & declarations to be made by me.

- (ii) Next, I allow the Bank to contact me to facilitate my Telecommunication Instructions and to request for my acknowledgement and agreement to the terms & conditions and my acknowledgement & declarations as contained in the said documents emailed to me pursuant to the authorization under item 4(i) above. During the call to me to, I acknowledge and understand that amongst others, I will need to confirm the receipt by me of the Documents as defined in item 5 below, and to amongst others confirm my understanding of the key contract terms affecting my obligations, the product features and risks related to the subscription.
- (iii) After my Telecommunication Instructions to the Bank, a confirmation email will be sent to me, setting out the details of my Telecommunication Instructions and recapping my agreement to the applicable terms & conditions, and acknowledgement & declarations made by me.

TELECOMMUNICATION INSTRUCTIONS FOR THE SUBSCRIPTION AND/ OR INVESTMENT IN BONDS/SUKUK ("SECURITIES")/FLOATING RATE NEGOTIABLE INSTRUMENTS OF DEPOSIT ("FRNID")/ NEGOTIABLE INSTRUMENTS OF DEPOSIT ("NID")/ISLAMIC NEGOTIABLE INSTRUMENTS ("INI")/ UNIT TRUST / SHARIAH COMPLIANT UNIT TRUST ("UTs")

- 5. Specifically in relation to Telecommunications Instructions to the Bank for any prospective subscription or investment in one or more of the following products: bonds/sukuk ("**Securities**")/ FRNID/NID /INI ("**Investments**")/ unit trust/shariah compliant unit trust ("**UTs**"), I agree for the Bank to provide me a copy of the documents ("**Documents**") as listed in the annex ("**Annex**") via my email address, before my subscription and or investment in any of the Securities/ Investments/ UTs.
- 6. My acknowledgement and agreement to the terms & conditions, as well as my acknowledgement & declarations as set out in the Annex. I further understand and agree that my confirmation and agreement to terms & conditions as well as acknowledgement and declaration as contained in the Documents sent to me via the Bank's pre-transaction email under item 4(i) above, through Telecommunications Instructions, shall be legally binding on me and shall have the same legal effect as if a physical signature had been provided and shall be deemed as to have been signed by me where such Documents require any signatures to be provided.
- 7. Upon providing Telecommunication Instructions to subscribe/invest in a specific Security/ Investment/UTs, I understand a confirmation email will be sent to me to set out my Telecommunication Instructions.

8. I agree and acknowledge that the terms and conditions of this letter together with the Bank's pre-transaction email and the terms in all the Documents (listed in the Annex), the Bank's confirmation email sent to my email address in the Bank records following my Telecommunication Instructions as well as the Bank's trade confirmation letter, shall govern my subscription/ investment in the relevant Securities/ Investments/ UTs.
9. Without prejudice to the terms & conditions of the Documents (listed in the Annex), I additionally agree that the Bank may vary (whether by adding to, deleting from or otherwise amending) ("Amendment") any of the terms & conditions in the Annex by giving me at least twenty-one (21) calendar days prior notice before the Amendment is effective. The notice of the Amendment may be given to me via my email and the Amendment shall take effect and be binding from the date specified in the notification. If I am not agreeable to the terms of the Amendment, I shall cease giving Telecommunications Instructions for the subscription/investment in Securities/Investments/ UTs.
10. I agree the Bank may notify me via my email of any other applicable terms and conditions for, inter alia, the switching/ redemption (early or otherwise)/ reinvestment option of the Securities/ Investments/UTs to govern the Bank's acceptance of my Telecommunication Instructions.
11. I agree that notices and other communications sent to my last known email address in the Bank records shall be deemed to have been received by and served on me immediately. I understand that it is my responsibility to ensure that any notices sent to my email are not read or accessed by any third party and the Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices. I shall notify the Bank promptly if there is any change to my e-mail address and/or other particulars recorded with the Bank via channel allowed by the Bank, to ensure that all correspondence and/or communications reach me in a timely manner.
12. The governing law of this letter shall be Malaysian Law.

Yours faithfully,

Signature

Name :

NRIC / Passport No.:

ANNEX

[Applicable to Bonds/Sukuk (“Securities”), FRNID/ NID/ INI (“Investments”) and UTs]

1. List of Documents

- Documents for subscription in Securities:
 - (i) Investor Suitability Assessment Acknowledgement
 - (ii) Investor Product Risk Assessment Acknowledgment;
 - (iii) Product Disclosure Sheet (PDS); and
 - (iv) Issuer’s Information Memorandum/ Offering Circular/ Prospectus/ Principal Terms and Conditions/ Pricing Supplements;which are specific to each Security and
 - (v) Bank’s Securities Investment – Subscription Form & Securities Investment – Account Opening Form.
 - (vi) Customer Risk Undertaking Acknowledgment (if applicable)

- Documents for investing in Investments:
 - (i) Investor Suitability Assessment Acknowledgement
 - (ii) Investor Product Risk Assessment Acknowledgment
 - (iii) Customer Risk Undertaking Acknowledgment (if applicable)
 - (iv) Product Disclosure Sheet (PDS);
 - (v) Product Terms & Conditions & Risk Disclosure Statement,
 - (vi) Term Sheet (where applicable),

which are specific to each FRNID/NID/INI. The FRNID/NID/INI shall include but not limited to the following:

<u>Conventional- FRNID</u>	
Callable Range Accrual FRNID	Brand Vantage FRNID
Commodity Range Bound FRNID	Fund Connect FRNID
Bull Bear Commodity FRNID	Floored Floater FRNID
Moderately Bullish / Bearish Sharkfin FRNID	Callable Inverse Floater FRNID
Range Bound Sharkfin FRNID	Callable Daily Threshold Accrual FRNID

Islamic - INI
Callable Islamic Range Accrual INI
Commodity Range Bound INI
Islamic Bull Bear Commodity INI

- Documents for subscription in UTs:

- (i) Investor Suitability Assessment Acknowledgement
- (ii) Product Highlights Sheet
- (iii) Issuer’s Information Memorandum / Prospectus

which are specific to each UTs; and

- (iv) Bank’s Terms and Conditions Governing The Operation Of The Unit Trust Account And The Investment And Custodial Services
 - (v) Customer Risk Undertaking Acknowledgment (if applicable)
- Any subscription of Bonds/Sukuk (“Securities”), FRNID/NID/ INI (“Investments”), and UTs, is subject to and conditional upon the Bank receiving full payment in respect of the investment.
 - The investments are governed by the respective Securities/Investments/UTs’ product terms and conditions and subject to the risk disclosures, the Bank’s terms and conditions and Product Disclosure Sheet / Product Highlights Sheet and the Issuer’s documents - Information Memorandum/Offering Circular/ Prospectus/ Principal Terms and Conditions/ Pricing Supplements; all of which shall be deemed as part of the terms and conditions of your investment.
 - The Product Disclosure Sheet/Product Highlights Sheet is not, and should not be construed as a recommendation by the Bank, to subscribe or purchase any of the Securities, Investments and UTs.
 - The Product Disclosure Sheet/Product Highlights Sheet is not substitute for, and should not be regarded as, an independent evaluation and analysis and does not purport to be all-inclusive. Each investor should perform and is deemed to have made its independent analysis of the Securities, Investments, UTs and all other relevant matters, and each investor should consult its own professional advisers and is expected to read and understand the Issuers’ terms and conditions for the investment. The information herein is subject to the detailed provisions of the relevant documentation in respect of the investment and is qualified in its entirety by reference to such documents.

- The Investor Product Risk Assessment is made based on information obtained from the Investor Suitability Assessment. Investors are advised to exercise judgement in making an informed investment decision in relation to investments in Securities, Investments and UTs.

In the event that the product risk profile for my investments is higher than the investor's investment risk requirement and/or risk profile, the investor's investment instruction will be taken by the Bank on an 'execution-only' basis. This means that the investor has independently evaluated and assessed the merits and risks of the investment and/or have obtained separate and independent financial advice and insists on the investor's investment decision even though the investment product is not recommended by the Bank and is deemed unsuitable for the investor.

2. Risk Disclosure

- The risks that may be involved in entering into Securities, Investments, UTs (where applicable) includes:

Credit Risk of the Issuer of the Investment

The investments is ARE NOT protected by Perbadanan Insurans Deposit Malaysia. The payment of the principal amount or returns (coupon) of the investment depends upon the ability of the issuer of the investment to make such payments. The Investor is therefore taking the credit risk of the issuer to the Investment. Investor should be comfortable with the credit strength of the relevant issuer and its ability to perform its obligations under the relevant investment.

Do note that the issuer may not be the Bank, please read the issuer's related document carefully.

Market Risk

The returns on the investments may be dependent upon the performance of the underlying reference(s). The performance may be susceptible to fluctuations due to economic factors, market sentiments and may vary depending on the outcome of one or more market factors. This may include the possibility that the returns on the investment may be substantially less than expected, or even that no returns at all may result from the investment.

Mismatch Risk

The timely payment of the coupon and the principal amount at maturity is an obligation of the issuer of the investment which is obliged to obtain the necessary funds and to put in place the necessary hedges to ensure its ability to make such payments. Hence the Investor does not bear the direct risk of mismatch between the investment and the underlying hedges. The Investor should however ensure the suitability of the investment for matching its own investment or return requirements.

Principal Guarantee, Early Redemption and/or Early Termination

The principal amount at maturity of the investment is guaranteed only if the investment is held to maturity. If the investment is redeemed earlier than at maturity, either due to an early redemption or due to an event which triggers an early termination, the Investor may not necessarily receive the principal amount at maturity as if the investment were held to maturity. The Investor may also incur some degree of principal loss. As such, potential Investors should be prepared to hold the investments to maturity.

Legal Risk

The investments are subject to Malaysian laws, regulatory guidelines issued by Bank Negara Malaysia and such other relevant laws, regulations and guidelines. The Investor should be aware of the legal terms and conditions of the investment (and if necessary seek legal advice in relation thereto) to ensure that, in entering into the investment the Investor is not in breach of any laws, regulations, contractual or other legal limitations that may apply to the Investor. In the event of a change in such laws, regulations or guidelines, the issuer may be obliged to change some or all of the terms and conditions of the investment, including the possibility of an early termination by the Bank.

Liquidity Risk

The investments may represent one or more embedded financial instruments, including derivative instruments. The underlying instruments themselves or the combination of such instruments may be relatively illiquid. Such illiquidity may be reflected in the pricing or valuation of the investment in the event of early redemption or transfer. In addition, Investors should be aware of the possibility that there may not be a liquid secondary market for the investment, nor is the Bank under any obligation to make a market in the investment.

Currency Risk

Investors may be exposed to foreign exchange risk if the coupon is calculated based on the prevailing rate of exchange between a foreign currency and MYR. Currency fluctuations may have an adverse effect on the potential coupon to be earned by the investor. In addition, the imposition of currency control measures may restrict the convertibility or transferability of currency or cause delay in settlement.

Options Risk

The investment may contain one or more embedded financial instruments making use of certain derivatives such as options or swaps. The value of such instruments depend on a variety of market factors, including movements in a reference asset, the variability or volatility of such reference asset, interest rate levels, dividend levels, foreign exchange rates and other factors. In particular, the Investor should be aware that the value of the instrument may not necessarily change in constant proportion to changes in the underlying reference asset. Further, such instruments by their nature will tend to decline in value over time, assuming that all other market factors remain unchanged. These factors affecting the value of the instrument will also be reflected in the value of the investment in which it is embedded. The Investors should also be

aware that by entering into the investment, the Investors are foregoing floating/variable deposit rates in exchange for potential option/variable payouts and/or fixed/minimum returns.

Tenor Risk

Generally, the further away an investment is from its maturity, the lower its market value is compared to its potential value at maturity. For a principal guaranteed investment, the principal protection component aims to achieve the guaranteed value or principal value at maturity. As the principal protection component forms part of the investment's value, potential Investors may receive an early redemption value which is lower than its potential value at maturity if they redeem during the early stages of the investment before maturity.

Operational Risk

The performance/execution of the terms and conditions of the investment depends upon the proper functioning of the systems and processes both internal and external to the Bank and/or the issuer. An unforeseen disruption of such systems and processes, including that resulting from a market disruption or system interruption, may result in a delay in the performance of such terms. The Investor should also be prepared for, and have the necessary resources to manage, any internal operational issues arising from the investment, including receipt of principal and returns.

Tax Risk

Before entering into any investment, the Investor should understand the tax implications of doing so e.g. income tax. Different transactions may have different tax implications. The tax implications are dependent upon the nature of the Investor's activities and the transaction in question. The Investor should, therefore, consult the Investor's tax advisor to understand the relevant tax considerations.

3. Declaration by Customer

- I understand that the abovementioned risks are not intended to be exhaustive, and are general in nature and do not reflect all the risks associated with the investment. I should read the detailed information and risk factors/investment considerations set out in the relevant investment's product Issuer's Information Memorandum/ Offering Circular/ Prospectus/ Principal Terms and Conditions/ Pricing Supplements, Product Disclosure Sheet (PDS)/Product Highlight Sheet; Product Terms & Conditions & Risk Disclosure Statement, Term Sheet (where applicable), Product Agreement, Investor Suitability Assessment Acknowledgement, Investor Product Risk Assessment Acknowledgment and Customer Risk Undertaking Acknowledgment (if applicable).

I have not relied on any advice or views expressed by any associate, representative or employee of the Bank or its related companies and I am solely responsible for any decision made by me to subscribe for and to purchase the investment. In the case where Issuer's Information Memorandum/ Offering Circular/ Prospectus/ Principal Terms and Conditions/ Pricing Supplements, Product Disclosure Sheet (PDS)/Product Highlight Sheet; Product Terms & Conditions & Risk Disclosure Statement, Term Sheet (where applicable), Product Agreement, Investor Suitability Assessment Acknowledgement, Investor Product Risk Assessment Acknowledgment and Customer Risk Undertaking Acknowledgment (if applicable) has been made available to me, I confirm that I am aware that an investment is subject to and conditional upon (i) the necessary regulatory approval(s) (including but not limited to the approval of Bank Negara Malaysia and the Securities Commission) having been obtained in respect of the investment issuance and/or my subscription (ii) Principal Terms & Conditions/Pricing Supplement & Risk Disclosure Statement, Term Sheet (where applicable), Product Disclosure Sheet/Product Highlights Sheet, Product Agreement, Risk Disclosure Statement, Issuer's Information Memorandum/Offering Circular/ Prospectus being subject to a final due diligence to be conducted by me and (iii) the Bank receiving the full payment in respect of the investment.

- I also understand that where the Bank is not the issuer of the Securities and/or the UTs, the information and terms and conditions that are in the Issuer's documentation - Issuer's Information Memorandum/Offering Circular/ Prospectus and the terms and conditions of the Securities and/or UTs are provided by the Issuer and not the Bank. The Issuer shall be responsible and accountable for the performance of the terms and conditions of the investment and the Bank is not liable for and do not guarantee the obligations or payment obligations of such investments.
- I confirm that I am aware that the investment may be subject to selling and transfer restrictions.
- I confirm that the declarations made by me are true and correct to the best of my knowledge and belief, and that the Bank shall be entitled to rely on the accuracy thereof as my representation
- I declare that the funds allocated for investment have been legally appropriated and not through any activities which contravene the Law in Malaysia or such other countries.

- I acknowledge that nothing in the Bank’s brochures, marketing materials or investment reports will be construed by me as the Bank’s investment advice or recommendation or opinion on the investment or as regards to the relative attractiveness of one investment option over another.
- I acknowledge that any information given by the Bank is for reference only. I agree that the Bank shall not at any event be liable or responsible for the sufficiency, completeness or accuracy of the information so given. I declare that I have been advised to read and understand the contents of the Investor Product Risk Assessment Acknowledgment, Issuer’s Information Memorandum/ Offering Circular/ Prospectus/ Principal Terms and Conditions/ Pricing Supplements, Product Disclosure Sheet (PDS)/Product Highlight Sheet; Product Terms & Conditions & Risk Disclosure Statement, Term Sheet (where applicable) and Product Agreement of the relevant investment before investing in the relevant investment, and I agree to be bound by the terms and conditions contained therewith.
- I hereby authorise the Bank to debit any of my account(s) as communicated during my Telecommunication Instruction to subscribe/invest in a specific Investment and I hereby agree and undertake not to hold the Bank liable for any whatsoever loss or damage on the basis that there are no monies or insufficient monies in my said account(s) (“such nil or insufficient balance”) and where such nil or insufficient balance are or which may have been caused by the Bank so debiting my said account(s).
- I acknowledge there is a cut-off time for Telecommunication Instruction on any given day. If my Telecommunication Instruction is given to the Bank prior to the cut-off time and provided the necessary payment(s) instructions can also be carried out prior to the cut-off time, the Telecommunication Instruction will be carried out on the same day. Telecommunication Instructions given by me to the Bank after the cut-off time will be carried out on the next business day of the Bank, and also only if the necessary payment(s) instructions can be carried out by the Bank.
- Applicable to Bonds/Sukuk : I declare that I have read and understood the Securities Investment – Subscription Form, the Account Opening Form To Open A Securities Investment account, and the Terms and Conditions Governing the Securities Trading and Custody Services (together with the Risk Disclosure Statements)(“the Bond/Sukuk Terms and Conditions”) and agree to comply with and be bound by them and any amendments to the same which the Bank may subsequently introduce. Any additions, deletions, variation or amendments to the Bond/Sukuk Terms and Conditions made in accordance with the terms shall be binding on me/us.
- Applicable to UTs : I declare that I have read and understood the Bank’s Terms and Conditions Governing The Operation Of The Unit Trust Account And The Investment And Custodial Services (“the UT Terms and Conditions”) and agree to comply with and be bound by them and any amendments to the same which the Bank may subsequently introduce. Any additions, deletions, variation or amendments to the UT Terms and Conditions shall be binding on me/us and be

deemed to be brought to my/our attention by its display at the Bank website and/or by placing notices at the banking halls or at prominent locations within CIMB's branches or by a notice being sent by the Bank or advertised or by any other mode which the Bank deems fit.

- Applicable to UTs : I am aware and understand that the Bank is an approved distributor of the Unit Trust Management Company (UTMC) for the sale of unit trust funds issued by the UTMC.
- Applicable to UTs : I am aware and understand that the procedure for my redemption of unit trust fund would be the same although a supplementary prospectus is issued for the relevant unit trust fund. I am also aware that I may exercise my cooling-off right in the event that a supplementary prospectus is issued within the cooling-off period.
- Applicable to UTs : I am aware and hereby agree that the Bank shall only confirm the unit price of my purchase or subscription of any unit trust fund(s):
 - one business day (T+1 day) after the date of my Telecommunication Instruction for local funds, and
 - two business days (T+2 days) after the date of my Telecommunication Instruction for offshore funds.The said confirmation by the Bank of the unit price of my purchase or subscription of any unit trust whether for local or offshore funds is hereby deemed by me as conclusive and fully binding on me and shall not be subject to any dispute or disagreement whatsoever by me.
- I hereby acknowledge that I have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB Bank and CIMB Islamic Bank branches as well as at the CIMB website at www.cimb.com.my or otherwise made available to me) and confirm my agreement to the same.