

Terms and conditions of CIMB Bank Berhad governing the CIMB Clicks elinvest Promotion (“the Promotion”)

1. The Promotion Period

- 1.1 The Promotion is organized by CIMB Bank Berhad (“the Bank” or “CIMB Bank”) and runs from 8th November to 13th January 2012, both dates inclusive (“Promotion Period”). The Bank reserves the right to change with reasonable notice the duration, commencement and or expiry dates of the Promotion Period.

2. Eligibility

- 2.1 The Promotion is open to all CIMB Clicks’ users, of at least 18 years of age (“Customer(s)”).
- 2.2 Employees of CIMB Group shall not be eligible or entitled to participate in the Promotion. For the purposes of this Terms and Conditions, CIMB Group shall mean the group of companies/entities incorporated in Malaysia of which CIMB Group Holdings Berhad, being the holding company of CIMB Group Sdn Bhd has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.
- 2.3 To participate in the Promotion, Customers must during the Promotion Period invest in any Participating Equity Unit Trust Funds through the Bank’s CIMB Clicks channel (“Eligible Customer(s)”).
- The Participating Equity Unit Trust Funds shall be selected unit trust funds from selected unit trust management companies determined by the Bank at its sole and absolute discretion. The list of Participating Equity Unit Trust Funds is available at http://www.cimbclicks.com.my/unitrust_intro.htm and is subject to change from time to time by the Bank at its absolute discretion upon giving adequate prior notice.

3. The Promotion

- 3.1 Eligible Customers who invest in any Participating Equity Unit Trust Funds distributed via CIMB Clicks channel during the Promotion Period will be entitled to the promotional sales charge of 1.5%.

4. General

- 4.1 By participating in this Promotion, all Eligible Customers are deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein and agrees that the decision of the Bank in relation to every aspect of the Promotion shall be final, binding and conclusive. Investment in the Participating Equity Unit Trust Funds shall be subject to other terms and conditions of the respective equity unit trust funds and unit trust management companies which are separate from these terms and conditions.
- 4.2 In no event will the Bank be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 4.3 The Bank reserves the right to cancel, terminate or suspend this Promotion upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of this Promotion shall not entitle any of the Eligible Customers to any claim or compensation against the Bank for any losses or damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
- 4.4 The Bank reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (“the Amendment”) any of the terms and conditions herein. Notification to the Eligible Customer in respect of the Amendment shall be effected at the Bank’s absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Eligible Customer’s last known address or by posting a notice regarding the Amendment at each of the Bank’s branches or by effecting an advertisement regarding the Amendment in one newspaper of the Bank’s choice, or via the Bank’s website and

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the Amendment shall be deemed as binding on the Eligible Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

- 4.5 These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 4.4, shall prevail over any provisions or representations contained in any other promotional material advertising this Promotion.
- 4.6 For information, enquiries, feedbacks and/or complaints related to the Promotion, Eligible Customers may contact the Bank’s Customer Resolution Unit bearing the following address, e-mail, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which the Bank may change by notification to the Eligible Customers): *Customer Resolution Department, Level 19, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur*; e-mail: cru@cimb.com; Tel: 1-300- 880- 900; Fax: 603- 26913248.
- 4.7 In the event of any inconsistency or conflict between the English and Bahasa Malaysia version of the terms and conditions herein, the English version shall prevail. Notwithstanding the aforementioned where request is made by the Eligible Customer for the Bahasa Malaysia version of the terms and conditions herein, CIMB shall provide the same to the Eligible Customer and if the agreement is entered into on this basis, then the Bahasa Malaysia version of the Terms and Conditions shall prevail.
- 4.8 Investments in unit trusts are not obligations of, deposits in, guaranteed or insured by the Bank and are subject to investment risks, including the possible loss of the principal amount invested. Eligible Customers are advised to read and understand the master prospectus and its supplemental master prospectus which have been registered with the Securities Commission before investing. Eligible Customers can view the prospectus at http://www.cimbclicks.com.my/unittrust_intro.htm. Unit prices and income distribution, if any, may rise or fall. Eligible Customers should also consider all fees and charges involved before investing. Units will be issued upon purchase confirmation by the Bank and subject to other terms and conditions which are separate from the terms and condition herein. Past performance of the fund is not an indication of future performance and income distributions are not guaranteed. Eligible Customers should rely on their own evaluation to assess the merits and risks of any investment. Eligible Customers who are in doubt as to the action to be taken by them should consult their professional advisers immediately. All unit trust funds (including the Participating Equity Unit Trust Funds) are not covered by Perbadanan Insurans Deposit Malaysia.
- 4.9 Eligible Customers are not covered by the compensation fund under section 152 of the Capital Markets and Services Act 2007 (CMSA). The compensation fund does not extend to the Eligible Customer who has suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of the Bank. Where the Eligible Customer suffers monetary loss in the above circumstances related to the acts of the Bank’s employees, the Eligible Customer may lodge a complaint with our Customer Resolution Unit (CRU) as set out in Clause 4.6. The Eligible Customer who is not satisfied with our CRU’s decision may refer the case to the Financial Mediation Bureau or the Securities Industry Dispute Resolution Centre within six (6) months of receiving a final decision from CRU. The Eligible Customer should note that his/her complaint will only be dealt with by either one of the above channel that the Eligible Customer chooses to refer his/her case to.

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Terms and Conditions

1. The Promotion Period

- 1.1 The Promotion is organized by CIMB Islamic Bank Berhad (“the Bank” or “CIMB Islamic Bank”) and runs from 8th November to 13th January 2012, both dates inclusive (“Promotion Period”). The Bank reserves the right to change with reasonable notice the duration, commencement and/ or expiry dates of the Promotion Period.

2. Eligibility

- 2.1 The Promotion is open to all CIMB Clicks’ users, of at least 18 years of age (“Customer(s”).
- 2.2 Employees of CIMB Group shall not be eligible or entitled to participate in the Promotion. For the purposes of this Terms and Conditions, CIMB Group shall mean the group of companies/entities incorporated in Malaysia of which CIMB Group Holdings Berhad, being the holding company of CIMB Group Sdn Bhd has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.
- 2.3 To participate in the Promotion, the Customers must, during the Promotion Period, invest in any Participating Shariah-compliant Equity Unit Trust Funds through the Bank’s CIMB Clicks channel (“Eligible Customer(s)”) The Participating Shariah-compliant Equity Unit Trust Funds shall be the selected unit trust funds from the selected unit trust management companies as determined by the Bank at its sole and absolute discretion. The list of Participating Shariah-compliant Equity Unit Trust Funds is available at http://www.cimbclicks.com.my/unitrust_intro.htm and is subject to change from time to time by the Bank at its absolute discretion upon giving adequate prior notice.

3. The Promotion

- 3.1 The Eligible Customers who invest in any Participating Shariah-compliant Equity Unit Trust Funds distributed via CIMB Clicks channel during the Promotion Period will be entitled to the promotional sales charge of 1.5%.

4. General

- 4.1 By participating in this Promotion, all Eligible Customers are deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein and agree that the decision of the Bank in relation to every aspect of the Promotion shall be final, binding and conclusive. Investment in the Participating Shariah-compliant Equity Unit Trust Funds shall be subject to other terms and conditions of the respective Shariah-compliant equity unit trust funds and unit trust management companies, which are separate from these terms and conditions.
- 4.2 In no event will the Bank be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 4.3 The Bank reserves the right to cancel, terminate or suspend this Promotion upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of this Promotion shall not entitle any of the Eligible Customers to any claim or compensation against the Bank for any losses or damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
- 4.4 The Bank reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (“the Amendment”) any of the terms and conditions herein. Notification to the Eligible Customer in respect of the Amendment shall be effected at the Bank’s absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Eligible Customer’s last known address or by posting a notice regarding the Amendment at each of the Bank’s branches or by effecting an advertisement

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regarding the Amendment in one a daily newspaper of the Bank’s choice, or via the Bank’s website and the Amendment shall be deemed as binding on the Eligible Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

- 4.5 These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 4.4, shall prevail over any provisions or representations contained in any other promotional material advertising this Promotion.
- 4.6 For information, enquiries, feedbacks and/or complaints related to the Promotion, the Eligible Customers may contact the Bank’s Customer Resolution Unit bearing the following address, e-mail, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which the Bank may change by notification to the Eligible Customers): *Customer Resolution Department, Level 19, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur*; e-mail: cru@cimb.com; Tel: 1-300- 880- 900; Fax: 603- 26913248.
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- 4.8 Investments in unit trusts are not obligations of, deposits in, guaranteed or insured by the Bank and are subject to investment risks, including the possible loss of the principal amount invested. The Eligible Customers are advised to read and understand the master prospectus and its supplemental master prospectus which have been registered with the Securities Commission before investing. The Eligible Customers can view the prospectus at http://www.cimbclicks.com.my/unittrust_intro.htm. Unit prices and income distribution, if any, may rise or fall. The Eligible Customers should also consider all fees and charges involved before investing. Units will be issued upon purchase confirmation by the Bank and subject to other terms and conditions which are separate from the terms and condition herein. Past performance of the fund is not an indication of future performance and income distributions are not guaranteed. The Eligible Customers should rely on their own evaluation to assess the merits and risks of any investment. The Eligible Customers who are in doubt as to the action to be taken by them should consult their professional advisers immediately. All unit trust funds (including the Participating Shariah-compliant Equity Unit Trust Funds) are not covered by Perbadanan Insurans Deposit Malaysia.
- 4.9 The Eligible Customers are not covered by the compensation fund under section 152 of the Capital Markets and Services Act 2007 (CMSA). The compensation fund does not extend to the Eligible Customer who has suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of the Bank. Where the Eligible Customer suffers monetary loss in the above circumstances related to the acts of the Bank’s employees, the Eligible Customer may lodge a complaint with our Customer Resolution Unit (CRU) as set out in Clause 4.6. The Eligible Customer who is not satisfied with our CRU’s decision may refer the case to the Financial Mediation Bureau or the Securities Industry Dispute Resolution Centre within six (6) months of receiving a final decision from CRU. The Eligible Customer should note that his/her complaint will only be dealt with by either one of the above channel that the Eligible Customer chooses to refer his/her case to.