

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

ICBC Malaysia Mobile Banking Penetration Campaign Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad (Company No. 839839-M) (“ICBC Malaysia/ the Bank”) is running a “ICBC Malaysia Mobile Banking Penetration Campaign” (“Promotion”) from 22nd March 2019 to 31th December 2019, both dates inclusive (“Promotion Period”) or until such time as determined by ICBC Malaysia.

Eligibility

1. The Promotion is open to any ICBC Malaysia existing customers, including Malaysian and non-Malaysian Residents who uses ICBC Malaysia Mobile Banking channel for banking services (“Eligible Customers”).
2. For the avoidance of doubt:
 - 3.1 The Mobile Banking channel refers to the official mobile phone application used by ICBC Malaysia.

Promotion Mechanism

3. Eligible Customers shall be entitled for preferential Fixed Deposit (“FD”) rates by performing FD placement via ICBC Malaysia Mobile Banking channel as follow.

For MYR Placement

| <u>Deposit Amount</u> | <u>12-month FD Interest Rate</u> |
|--|----------------------------------|
| Amount less than or equal to RM 10,000 | 3.40% p.a |
| From RM 10,001 and till RM 50,000 | 3.60% p.a |
| From RM 50,001 and till RM 100,000 | 3.75% p.a |
| RM 100,001 and above | 3.95% p.a |

For USD Placement

| <u>Deposit Amount</u> | <u>12-month FD Interest Rate</u> |
|---|----------------------------------|
| Amount less than or equal to USD 10,000 | Prevailing board rate |
| USD 10,001 and above | 2.80% p.a |

4. Eligible Customers who perform any remittances any parties through ICBC Malaysia Mobile Banking channel shall be entitled for transaction fee waiver with price reduced to RM0.

5. The remittances shall include but not limited to Interbank Giro (IBG), Real-time Electronic Transfer of Funds and Securities System (RENTAS), Cross-border Electronic Fund Transfer, QR Transfer and any other fund transfer incurred in ICBC Mobile Banking platform.
6. The transaction fee aforementioned in clause 4 shall not include the foreign currency exchange fees and charges incurred from the remittances and transactions.

General Terms and Conditions

7. By participating in this Promotion, the Eligible Customers agree:
 - a. to have read, understood and agreed to be bound by the Terms and Conditions contained herein, the Bank's general terms and conditions for ICBC Internet Banking Services and Terms and Conditions of the participating accounts;
 - b. that the Bank's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Eligible Customers and no further correspondence and / or appeal to dispute the Bank's decision shall be entertained;
 - c. that the fee waiver or preferential FD rate is non-exchangeable for up-front credit, cheque or benefit-in-kind; and
 - d. to be liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Promotion.
8. The Bank reserves the right:
 - a. to amend/delete and/or add to any of the Terms and Conditions contained herein from time to time with at least twenty one (21) days calendar days prior notice at ICBC Malaysia' website at www.icbcmv.com or by other medium of communication as ICBC Malaysia deemed fit and such amendment, deletion or addition shall become effective on such date as ICBC Malaysia may determine. By continuing to participate in the Promotion, Eligible Customer is deemed to have agreed to be bound by the amendment, addition or deletion of such Terms and Conditions as foresaid.
 - b. to cancel, terminate, withdraw, or suspend this Promotion and/or replace this Promotion with another similar promotion, campaign or program including but not limited to the eligibility criteria from time to time.
 - c. to forfeit the fee waiver or preferential FD rate in the event of non-compliance by the Eligible Customers of the Terms and Conditions contained herein and/or ICBC Malaysia terms and conditions and all other laws / rules applicable.

9. The Terms and Conditions contained herein and the general terms and conditions shall be read as an entire agreement. In the event of any discrepancy between the Terms and Conditions herein and the general terms and conditions, the specific Terms and Conditions herein shall prevail to the extent of such discrepancy.
10. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
11. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.