INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

Year 2020 USD Fixed Deposit Campaign Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad (Company No. 201001000001 / 839839-M) ("ICBC Malaysia") is running a "Year 2020 USD Fixed Deposit Campaign" ("Campaign") from 7th February 2020 to 31st December 2020, both dates inclusive ("Campaign Period") or until such time as determined by ICBC Malaysia.

<u>Eligibility</u>

- 1. The Campaign is open to all new and existing ICBC Malaysia individual customers including Resident and Non-Resident ("Eligible Customers"), unless notified otherwise.
- 2. A Resident shall be defined as:
 - (a) Malaysian citizen; or
 - (b) Malaysian citizen with PR status of another country but resides in Malaysia; or
 - (c) Non-Malaysian citizen with PR status in Malaysia and resides in Malaysia
- 3. A Non-Resident shall be defined as:
 - (a) Non-Malaysian citizen; or
 - (b) Malaysian citizen with PR status abroad and resides abroad

Campaign Mechanics and Conditions

- 4. The participating product under the Campaign shall be USD Fixed Deposit ("USD FD").
- 5. The Eligible Customers shall be eligible for the following tenure and promotional rate ("Campaign Rate"):

| Currency | USD FD Tenure | Campaign Rate | Minimum USD FD Placement Amount |
|----------|------------------|------------------|---------------------------------------|
| USD | 6 months | 1.80% p.a | USD 10,000 |
| USD | 12 months | 2.10% p.a | USD 10,000 |

- 6. Upon maturity, the USD FD will be automatically rollover at respective tenure at the prevailing board rate.
- 7. The Campaign Rate shall only be applicable to USD FD placements made during the Campaign Period.

Placement Channel

- 8. For Resident, the USD FD placement shall be performed over the counter at any branches of ICBC Malaysia.
- 9. For Non-Resident, the FD placement can be performed either over the counter or via internet banking or mobile banking channel.

General Terms and Conditions

- 10. By participating in this Campaign, the Eligible Customers agree:
 - 10.1 to have read, understood and agreed to be bound by the Terms and Conditions contained herein, and the ICBC Malaysia's General Terms and Conditions on Banking Accounts and Terms and Conditions for ICBC Internet Banking Services and ICBC Mobile Banking Services.
 - 10.2 that ICBC Malaysia's decision on all matters relating to the Campaign shall be final, conclusive and binding on all Eligible Customers.
 - 10.3 that the Campaign Rate is non-exchangeable for up-front credit, cheque or benefit-in-kind.
 - 10.4 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 Campaign.
- 11. ICBC Malaysia reserves the right:
 - 11.1 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.icbcmy.com or by other medium of communication as ICBC Malaysia deemed fit and such amendment, deletion and/or addition shall become effective on such date as ICBC Malaysia may determine. By continuing to participate in the Campaign, Eligible Customers are deemed to have agreed to be bound by the amendment, addition and/or deletion of such Terms and Conditions as foresaid.
 - 11.2 to cancel, terminate, withdraw, or suspend this Campaign and/or replace this Campaign with another campaign or program.

- 11.3 to disqualify any Eligible Customers for any reason whatsoever as ICBC Malaysia may deem fit from participating in the Campaign.
- 11.4 to not grant the Campaign Rate in the event of non-compliance by the Eligible Customers of the Terms and Conditions contained herein and/or ICBC Malaysia's General Terms and Conditions on Banking Accounts, Terms and Conditions for ICBC Internet Banking Services and ICBC Mobile Banking Services and all other laws / rules applicable.
- 12. The Terms and Conditions contained herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts and Terms and Conditions for ICBC Internet Banking Services and ICBC Mobile Banking Services shall be read as an entire agreement. In the event of any discrepancy between the Terms and Conditions herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts, the specific Terms and Conditions herein shall prevail to the extent of such discrepancy.
- 13. 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.
- 14. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.