

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

THIS AMENDED TERMS AND CONDITIONS FOR 2022 ICBC MYR FIXED DEPOSIT PROMOTION SHALL SUPERSEDE THE EXISTING TERMS AND CONDITIONS WITH EFFECT FROM 20th MAY 2022:

1. Clause 2 shall be revised to reflect changes in Promotional FD Rate in **red bold font** from 2.45% p.a to **2.70% p.a** with effective from 20th May 2022.
2. The Promotional FD Rate for any FD placement before 20th May 2022 shall remain as 2.45% p.a.

2022 ICBC MYR Fixed Deposit Promotion Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad [Registration No. 201001000001 (839839-M)] (“ICBC Malaysia”) is running a “2022 ICBC MYR Fixed Deposit Promotion” (“Promotion”). The Promotion shall run from 11th April 2022 to 10th July 2022, both dates inclusive or upon reaching the Promotion target set by ICBC Malaysia or until such time as determined by ICBC Malaysia, whichever is earlier (“Promotion Period”).

Eligibility

1. Subject to Clause 2 below, the Promotion is opened to all individual customers who opened or maintained a current account, savings account or fixed deposit account with any branches of ICBC Malaysia (“Eligible Customers”), unless notified otherwise.

Promotion Mechanics and Conditions

2. The Eligible Customers shall be eligible for the following Fixed Deposit (“FD”) Promotional Rate (“Promotional FD Rate”) subject to the following criteria and placement amount requirements:

Currency	FD Tenure	Promotional FD Rate	Placement Amount	Placement Channel
Malaysian Ringgit, MYR	12 months	2.70% p.a	Minimum: MYR 10,000 Maximum: MYR 5,000,000	Over-the-counter placement / e-banking placement

3. Any placement under this Promotion must be made from Fresh Funds only. For the purpose of this Promotion, Fresh Funds refers to any monies or funds

which are not originated from the existing funds in the Eligible Customers' deposit account whether held solely or jointly with another person or of equivalent funds arising from different currencies maintained with ICBC Malaysia. The Eligible Customer must make the deposit placement within thirty (30) calendar days from the date the monies or funds are transferred or credited into the Eligible Customers' account, failing which the monies or funds shall no longer be deemed as Fresh Fund.

4. Upon maturity, the FD will be automatically rollover at the same tenure at the prevailing board rate.
5. Subject to clause 2, the Promotional FD Rate shall only be applicable to FD placements made during the Promotion Period.
6. Early withdrawal of the FD placed within the Promotion Period before the agreed maturity date is subject to terms and conditions as stated in the General Terms and Conditions on Banking Accounts.
7. ICBC Malaysia reserves the right to revise the Promotional FD Rate accordingly to reflect the changes of the policy rates set by relevant authority, if any, which occur during the Promotion Period and ICBC Malaysia shall not be liable for any loss, costs or expenses whatsoever incurred or suffered by the Eligible Customer resulting directly or indirectly from the aforesaid revision of the Promotion FD Rate.
8. The deposit made under this Promotion is protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to RM 250,000 for each depositor.

General Terms and Conditions

9. 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, and the ICBC Malaysia's General Terms and Conditions on Banking Accounts and Terms and Conditions on ICBC Internet Banking Services.
 - b. that ICBC Malaysia's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Eligible Customers.
 - c. that the Promotional FD Rate are non-exchangeable for up-front credit, cheque or benefit-in kind.
 - 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.

- e. to allow personal data being collected, processed and used by ICBC Malaysia in accordance with ICBC Malaysia Privacy Notice, which may be viewed on www.icbcm.com

10. ICBC Malaysia 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) calendar days prior notice at ICBC Malaysia' website at www.icbcm.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 Customers are 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 disqualify any Eligible Customers from participating in the Promotion as ICBC Malaysia may deem fit.

11. 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 shall be read as an entire terms and conditions. In the event of any discrepancy between the Terms and Conditions herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts and Terms and Conditions for ICBC Internet Banking Services, the Terms and Conditions herein shall prevail to the extent of such discrepancy.

12. ICBC Malaysia shall not be responsible nor shall accept any liabilities whatsoever (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, punitive, consequential, exemplary, or special damages or proceedings brought by any party including third parties) and howsoever arising or suffered by the Eligible Customer or whatsoever, resulting directly or indirectly from the Promotion.

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.