

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

2024 ICBC USD Fixed Deposit Promotion Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad [Registration No. 201001000001 (839839-M)] (“**ICBC Malaysia / the Bank**”) is running “2024 ICBC USD Fixed Deposit^① Promotion” (“**Promotion**”). The Promotion shall commence from 1st April 2024 to 31st May 2024, both dates inclusive or upon reaching the campaign 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:
 - a. all individual customer(s) who opened or maintained a current account, savings account or fixed deposit account with any branches of ICBC Malaysia; or
 - b. non-individual customers categorized as Small and Medium Enterprise (“SME”) as defined by SME Association of Malaysia, who opened or maintained a current account, savings account or fixed deposit account with any branches of ICBC Malaysia;collectively referred as “**Eligible Customer(s)**”, unless notified otherwise.

Promotion Mechanics and Conditions

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

^① Protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.

Currency	FD Tenure	Promotional FD Rate	Placement Amount	Placement Channel		Type of Funds
				Resident ^②	Non-Resident ^②	
U.S Dollar, USD	3 months	5.50% p.a	<u>Individual category:</u> Minimum: USD 5,000 <u>Non-individual category:</u> Minimum: USD 10,000	Over-the-counter placement	Over-the-counter placement / e-banking placement	Existing funds only
U.S Dollar, USD	3 months	5.55% p.a	<u>Individual category:</u> Minimum: USD 5,000 <u>Non-individual category:</u> Minimum: USD 10,000	Over-the-counter placement	Over-the-counter placement	Fresh Funds only
U.S Dollar, USD	3 months	5.55% p.a	<u>All category:</u> Minimum: USD 500,000	Over-the-counter placement	Over-the-counter placement / e-banking placement	Fresh Funds and existing funds

3. The amount of USD FD placements for Resident is capped at USD 5,000,000, subject to the prevailing Foreign Exchange Policy (“FEP”) regulations. For Non-

^② Resident is defined as:

- a) a citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
- b) a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
- c) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
- d) an unincorporated body registered with or approved by any authority in Malaysia; or
- e) the Government or any State Government

^② Non-Resident is defined as:

- a) Any person other than a resident;
- b) An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
- c) Embassies, Consulates, High Commissions, supranational or international organisations; or
- d) A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.

For the avoidance of doubt, this includes Malaysian Embassies, Consulates and High Commissions.

Resident, the maximum allowable placement amount for this campaign is up to USD 5,000,000.

4. For the purpose of this Promotion, Fresh Funds refers to any monies or funds which are not originated from the existing funds in any of the Eligible Customer(s)' account whether held solely or jointly with another person maintained with ICBC Malaysia. The Eligible Customer(s) must make the deposit placement within thirty (30) calendar days from the date the monies or funds are transferred or credited into the Eligible Customer(s)' account, failing which the monies or funds shall no longer be deemed as Fresh Fund, and shall be categorized as existing funds instead.
5. Upon maturity of the FD, the FD together with its interest earned will be automatically rollover at the same tenure at the prevailing board rate.
6. Subject to clause 2, the Promotional FD Rate shall only be applicable to FD placements made during the Promotion Period.
7. Early withdrawal of the FD placed under the Promotion during 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.
8. 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. The Eligible Customer(s) shall not be entitled to claim any losses incurred by the Eligible Customer(s), whether directly or indirectly, from the Bank due to or arising from such revision of the Promotional FD Rate.

General Terms and Conditions

9. By participating in this Promotion, the Eligible Customer(s) 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 (collectively referred as "**the Relevant Terms and Conditions**").
 - b. the Terms and Conditions contained herein shall prevail to the extent of any discrepancy in between the Relevant Terms and Conditions for the purpose of this Promotion.
 - c. that ICBC Malaysia's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Eligible Customer(s).

- d. that the Promotional FD Rate are non-exchangeable for up-front credit, cheque or benefit-in kind.
- e. 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.
- f. 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 by publishing 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 Customer(s) 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 Customer(s) from participating in the Promotion as ICBC Malaysia may deem fit.

11. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customer(s) agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

12. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.