

To: CIMB Bank Berhad

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CIMB BANK e-GOLD INVESTMENT ACCOUNT AGREEMENT

NOTE: PLEASE READ AND UNDERSTAND THE TERMS AND CONDITIONS IN THE e-GOLD INVESTMENT ACCOUNT AGREEMENT AND TO DISCUSS FURTHER WITH THE BANK STAFF IF THERE ARE ANY TERMS THAT YOU DO NOT UNDERSTAND BEFORE SIGNING THE e-GOLD INVESTMENT ACCOUNT AGREEMENT.

Effective 1st January 2024

I/We the undersigned request and authorize CIMB Bank Berhad 197201001799 (13491-P) ("Bank") to open a CIMB Bank e-Gold Investment Account ("eGIA") in my/our name(s) subject to the following terms and conditions contained in this agreement ("Agreement").

In consideration of the Bank opening the eGIA, I/we agree:

- a) to be bound by the following terms and conditions stated in this Agreement;
- b) that the acceptance and continuance of my/our eGIA will be based on various factors, including the Bank's credit assessment on us.

1. PURPOSE OF GOLD INVESTMENT ACCOUNT (eGIA)

I/We may from time to time purchase from and/or sell to the Bank 99.9% pure gold commodity ("gold") under the eGIA and any gold purchased but yet to be re-sold to the Bank shall be recorded in the eGIA as owing by the Bank to me/us and is to be dealt in accordance with the terms and conditions in this Agreement.

2. ACCOUNT OPENING

- 2.1 To open an eGIA, I/we will execute and give to the Bank such mandate (if any), specimen signature(s) and any other document(s) required by the Bank for the operation of the eGIA.
- 2.2 In establishing the eGIA, I/we represent and warrant that I/we am/are at least 18 years old.
- 2.3 For the purpose of full settlement of gold purchased by me/us pursuant to the terms stated in this Agreement, I/we shall open and maintain a savings account or current account with CIMB Bank Berhad or CIMB Islamic Bank Berhad ("Designated Affiliate Account"). I/We authorize the Bank to debit my/our Designated Affiliate Account for the settlement of gold purchased by me/us, any annual service fee, stamp duty, any penalties or such other fees and/or charges and/or any taxes which may incur under this Agreement or in connection with the eGIA. The prevailing fees and charges imposed are displayed at the Bank's premises and/or on its website. I/We further acknowledge and agree that the Bank may reject my/our application to open a eGIA if I/we fail and/ or refuse to open and/or maintain the above Designated Affiliate Account. I/ We acknowledge and agree that the provisions of clauses 3, 14, 22, and 30, all representations and declarations made by me/ us and the Bank's rights under this Agreement shall survive and remain in full force and effect regardless of the Bank's rejection of my/ our application to open eGIA.
- 2.4 I/We acknowledge that the eGIA shall be governed by and subject to the terms and conditions set out in (a) this Agreement, (b) the Designated Affiliate Account and (c) the Bank's standard forms (collectively the terms and conditions") where such terms and conditions may be amended, varied and/or reviewed from time to time by the Bank upon giving twenty-one (21) calendar days' prior notice). In the event of any conflict or discrepancy between any of

the terms and conditions, the terms and conditions in this Agreement shall prevail and be deemed as binding on me/us.

2.5 For joint accounts opened by us:

- 2.5.1 If the eGIA is opened in the name of two (2) persons, we agree that the signing condition for the eGIA must be either one of us.
- 2.5.2 If the eGIA is opened in the name of three (3) persons, we agree that the signing condition for the eGIA must be any one of us.
- 2.5.3 We understand and agree that we will not be allowed to purchase and/or sell gold via CIMB Clicks and all agreements, obligations, powers, authorities and liabilities contained in this Agreement shall be binding on all eGIA account holders jointly and severally.
- 2.5.4 We agree that notice given by the Bank to one of us will be deemed to have been given to all the joint account holders.
- 2.5.5 We, the joint account holders will jointly and severally undertake to indemnify and hold the Bank harmless against any losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred by the Bank in consequence of and/or arising from the Bank complying with any authorization issued by any one of us unless such losses are caused directly by the Bank's own gross negligence or willful default.

3. DECLARATION

- 3.1 I/We have full legal capacity, rights, power and authority to enter into contracts for the purchase and sale of gold.
- 3.2 I/We declare that the information furnished in the application form(s) completed by me/us in relation to the application for eGIA are true, accurate and complete. I/We have not withheld any information which may prejudice my/our application or have a bearing on the Bank's decision.
- 3.3 I/We understand and agree that the application form(s) in relation to my/our application for eGIA remain the Bank's property regardless of whether my/our application for eGIA is approved and the Bank reserves the right to reject my/ our application at its discretion.
- 3.4 I/We understand that the returns on the eGIA depends on the gold price fluctuations and agree to bear any loss arising from the fluctuation in the gold price. I/We have been briefed by the Bank on the features and risks of opening and maintaining the eGIA before opening this eGIA.
- 3.5 I/We acknowledge that the returns on my/our investment in gold are uncertain and there is a possible risk of not earning returns and/or I/we may incur losses. I/We hereby confirm that I/we have been advised to read and understand the contents of this Agreement and the decision to open the eGIA is based on my/our own decision relying on material provided or advice given by the Bank or its representatives.
- 3.6 I/We agree that the Bank shall not be responsible or liable to me/us for any depletion or diminution in the value of the gold purchased under the eGIA and any other losses, damages, cost or expenses incurred or suffered by me/us including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the eGIA or in respect of the sale or purchase of the gold held in connection therewith unless I/We are able to prove that these losses, damages, costs or expenses are caused by the gross negligence or willful default of the Bank.
- 3.7 I/We understand and agree that the Bank may at any time suspend and/or refuse to carry out my/our instructions to purchase and/or sell gold under the eGIA standing to my/our credit without having to give any reason, by giving notice to me/us and I/we hereby agree that such suspension and/ or refusal to carry out my/our purchase and/or sale of gold under the eGIA shall not entitle me/us or any other third party to any claim or compensation against the Bank for any direct or indirect losses or damages suffered by me/us or any other third party arising from the suspension and/ or refusal to carry out the instructions

3.8 I/We shall furnish the Bank with any information or financial statements for the purpose of regulatory reporting obligations or for any reasons which the Bank deems reasonable or necessary upon the Bank's request.

3.9 I/We confirm that the Bank is authorised to verify and/or make any checks and/or obtain any information and/or confirmation at any time now and/or in the future, with or from any source, previous, current and future employers and/or any credit reference/reporting agencies, including but not limited to Central Credit Reference Information System ("CCRIS"), Credit Tip-Off Service ("CTOS"), Financial Information System ("FIS") and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain my/our status for the consideration of the application for eGIA and thereafter if the application is approved for the purposes of the opening and/or continued maintenance of my/ our eGIA; and/or any purpose related to or in connection with eGIA applied for; and/or for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.

3.10 I/We consent and authorise any credit reporting agency registered under the Credit Reporting Agencies Act 2010 ("CRA") to process and disclose any of my/our credit information (as defined in the CRA) in the records of the CRA to the Bank for the purposes of processing or considering my/ our eGIA application including but not limited to credit evaluation, fraud checks, credit reviews, credit monitoring and debt recovery processes. I/We further consent and authorise the credit reporting agencies to disclose any of my/our credit information to the credit reporting agencies' subscribers for purposes of fraud detection and fraud prevention.

3.11 I/We assure the Bank that I/we will exercise due care not to facilitate funds from proceeds of any unlawful activity to be channeled through my/our eGIA with the Bank and undertake to provide the Bank with all relevant information and documents, as and when requested, for purposes of my/our identification and/or verification of the source of my/our funds or purpose of transaction under the "Know Your Client" principle.

3.12 I/ We declare that I am/used / we are/used to be formerly a Politically Exposed Person ("PEP")/Family Member of the PEP/Close Associates of the PEP.

Definitions:

a) Politically Exposed Person ("PEP") means a person who is or has been entrusted with a prominent public function. For example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.

b) Family Member of the PEP means spouse, child, parents, parents-in-law, siblings, relative/extended family.

c) Close Associates of the PEP means work colleague, close friend, driver, bodyguard, secretary, political adviser, guarantor, business associate, business partner, lawyer, person acting on behalf, others.

3.13 I/We confirm that my/our eGIA shall only be used for my/our personal non-business purposes such as for my/ our purchase and/or sale of gold purposes. I/ We undertake to open, maintain or establish a separate business or non-personal account for business, association, society, or trading purposes.

3.14 I/We confirm that a copy of relevant Product Disclosure Sheet was provided to me/ us and the key contract terms affecting my/our obligations have been adequately explained to me/us.

4. PURCHASE OF GOLD

4.1 Purchase of gold at CIMB Bank branch:

4.1.1 The Bank may from time to time sell to me/us gold pursuant

to my/our purchase order(s) in accordance with this Agreement.

4.1.2 Each purchase order shall be in a form as prescribed by the Bank and will only be accepted by the Bank if the purchase order has been placed by me/us during the Bank's business day.

4.1.3 "business day" means the normal business hours from 8.30 a.m. to 5.30 p.m. on a calendar day which the Bank will open to conduct banking business as defined in the Financial Services Act (FSA) 2013).

4.1.4 Upon acceptance of my/our written instruction to purchase gold, the Bank shall record the quantity of gold purchased in grams, the price of gold purchased in Ringgit Malaysia equivalent, the price of gold per gram in Ringgit Malaysia and the balance of gold in grams (if any) in the eGIA at the time of my/our purchase instruction.

4.1.5 When making a purchase, the duly completed and executed form or document(s) prescribed by the Bank shall be presented to the Bank.

4.2 Purchase of gold via CIMB Clicks:

4.2.1 For the eGIA opened in my sole name, the Bank may from time to time sell to me gold pursuant to my purchase order(s) in accordance with this Agreement.

4.2.2 Each purchase order shall be made via CIMB Clicks in such format as prescribed by the Bank and shall only be accepted by the Bank if the purchase order has been placed by me between 8:30 a.m. and 11:30 p.m. on Monday to Sunday, excluding national public holidays in Malaysia ("Transaction Hours").

4.2.3 I acknowledge and agree that I shall only be permitted to purchase and sell a cumulative aggregate of six thousand (6,000) grams of gold per day and that each purchase order placed by me during the Transaction Hours shall be subject to a further limit of a maximum of three hundred (300) grams of gold per purchase order ("Purchase Transaction Limit").

4.2.4 Upon acceptance of my instruction to purchase gold, the Bank shall record (a) the quantity of gold purchased in grams, (b) the price of gold purchased in Ringgit Malaysia equivalent, (c) the price of gold per gram in Ringgit Malaysia and (d) the balance of gold in grams (if any) in the eGIA at the time of my purchase instruction, provided always that the Bank is entitled to without incurring any liability whatsoever to me, cancel, rescind, reverse or annul any of my purchase order(s) and/or purchase transactions made which exceed the Purchase Transaction Limit including but not limited to purchase orders and/or purchase transactions which have been effected and/or concluded and/or any flow on or resultant transaction(s) which have been effected by me under the Designated Affiliate Account and/or under any other account maintained with the Bank where such transactions effected are by virtue of or on account of the said purchase order(s) and/or purchase transactions.

4.3 The Bank has the right to vary the Purchase Transaction Limit from time to time by giving at least twenty-one (21) calendar days' prior notice to me.

5. MINIMUM INITIAL PURCHASE ORDER AND SUBSEQUENT PURCHASE ORDER

5.1 I/We acknowledge that my/ our initial purchase order must be not less than one (1) gram of gold or, any other minimum quantity of gold as may be determined by the Bank from time to time by giving at least twenty-one (21) calendar days' prior notice to me/ us.

5.2 I/We agree that after the initial purchase, each subsequent purchase order received by the Bank shall be irrevocable and must be:

(a) not less than one (1) gram of gold or any other minimum quantity as may be determined by the Bank from time to time; and

(b) quantities in whole multiples of one (1) gram of gold or any other multiples as may be determined by the Bank from time to time.

6. PURCHASE PRICE

6.1 The gold price per gram for each purchase made by me/us will be the

selling price in Ringgit Malaysia (RM) per gram as quoted by the Bank to me/us at the time of the placement of my/our purchase order depending on whether the purchase order was made via CIMB Clicks or at Bank's branch. The selling price so quoted shall be determined by the Bank after taking into consideration all relevant factors such as the prevailing world and local market conditions for gold, the exchange rate between United States Dollar (or any other foreign currency adopted) and Ringgit Malaysia and the fineness of the gold.

6.2 A purchase via CIMB Clicks must be made during the Transaction Hours and/or during a business day at Bank's branch in such format as prescribed by the Bank and the instructions contained therein shall be strictly observed.

6.3 I/We shall make full settlement for any purchase of gold in Ringgit Malaysia (or any other currency permitted by the Bank) by way of direct debit of the Designated Affiliate Account, or of any of my/our other account(s) maintained with the Bank. This Agreement together with the duly executed purchase order, shall be conclusive and binding in respect of the purchase and in the event of my failure to make full settlement shall be sufficient authority for the Bank to make such debit(s) to the Designated Affiliate Account and/or any of my/our other account or accounts maintained with the Bank. It is expressly agreed that the Bank shall be entitled not to effect any purchase order if there are insufficient funds in my/our Designated Affiliate Account.

7. SALE OF GOLD

7.1 Sale of gold at CIMB Bank branch:

7.1.1 I/We acknowledge and agree that my/our instructions to the Bank to sell gold in the eGIA must be made on a business day by completing the form as prescribed by the Bank subject to any requirements, the prevailing practice of the Bank, and/or proof of my/our identity if require.

7.1.2 Upon each sale, the Bank shall record the quantity of gold sold by me/us in grams, the price of gold sold in Ringgit Malaysia equivalent, the price of gold sold per gram in Ringgit Malaysia, and the balance of gold in grams (if any) in the eGIA.

7.2 When making a sale, the duly completed and executed form or document(s) prescribed by the Bank shall be presented to the Bank.

7.3 Sale of gold via CIMB Clicks:

7.3.1 For the eGIA opened in my sole name, I acknowledge and agree that my instructions to the Bank to sell the gold in the eGIA must be made during the Transaction Hours via CIMB Clicks in such format as prescribed by the Bank subject to any requirements and prevailing practice of the Bank.

7.3.2 I acknowledge and agree that I will only be permitted to purchase and sell a cumulative aggregate of six thousand (6,000) grams of gold per day and for each order for sale must be placed by me during the Transaction Hours subject to a further limit of a maximum of three (300) grams of gold per order for sale ("Sale Transaction Limit").

7.3.3 For each sale, the Bank shall record the quantity of gold sold in grams, the price of gold sold in Ringgit Malaysia equivalent, the price of gold sold per gram in Ringgit Malaysia and the balance of gold in grams (if any) in the eGIA provided always that the Bank may without incurring any liability whatsoever to me cancel, rescind, reverse or annul any of my sale instruction(s) and/or sale transactions made which exceed the Sale Transaction Limit including but not limited to sale instructions and/or sale transactions which have been effected and/or concluded and/or any flow on or resultant transaction(s) which have been effected by me under the Designated Affiliate Account where such transactions effected are by virtue of or on account of the said

sale instruction(s) and/or sale transactions.

7.4 The Bank have the right to vary the Sale Transaction Limit from time to time by giving at least twenty-one (21) calendar days' prior notice to me.

7.5 Any sale instruction should be limited to the actual quantity of gold in the eGIA. I/we agree that if there is insufficient gold in the eGIA, the Bank have the right to not effect my/our sale instruction.

7.6 Subject to Clause 16.1, I/we shall ensure that any sale of gold by me/us should not breach the Bank's requirement to maintain in the eGIA at all times a minimum balance of gold of one (1) gram or any minimum balance of gold as may be determined by the Bank from time to time by giving at least twenty-one (21) calendar days' prior notice to me/ us.

8. EXECUTION OF ORDER FOR SALE

8.1 **Sale of gold at CIMB Bank branch:** The execution of instruction to sell gold by me/us shall be irrevocable once the Bank receives the said instruction. The details and particulars of the instruction to sell in the form or document(s) prescribed by the Bank shall be conclusive evidence as to the number of grams of gold to be sold. This Agreement and the duly executed instruction to sell shall be conclusive and binding on me/us in respect of sale of gold.

8.2 **Sale of gold via CIMB Clicks:** For the eGIA opened in my sole name, my instruction to sell made via CIMB Clicks shall be irrevocable once the Bank receives the said instruction and shall be conclusive evidence as to the number of grams of gold to be sold by me. This Agreement and the instruction to sell made by me via CIMB Clicks shall be deemed as conclusive and binding on me in respect of sale of gold.

9. MINIMUM QUANTITY OF SALE

9.1 I/ We agree that my/our instruction to sell gold in writing and/or instruction to sell gold electronically shall be irrevocable and must be: -
(a) not less than one (1) gram of gold or any other minimum quantity as may be determined by the Bank from time to time; and
(b) quantities in whole multiples of one (1) gram of gold or any other multiples as may be determined by the Bank from time to time.

10. SALE PRICE

10.1 Each sale of gold by me/us in the eGIA to the Bank shall be at the buying price in Ringgit Malaysia (RM) per gram as quoted by the Bank to me/us at the time of such transaction depending on whether the sale was made via CIMB Clicks or at the Bank's branch. The buying price so quoted shall be determined by the Bank after taking into consideration of all factors such as the prevailing world and local market conditions for gold, the exchange rate between United States Dollar (or any other foreign currency adopted) and Ringgit Malaysia and the gold fineness.

11. PROCEEDS OF SALE

11.1 The proceeds of any sale of gold shall be paid to me/us in Ringgit Malaysia by way of direct credit into my/our Designated Affiliate Account on the same business day as the execution of the order for sale has been made.

11.2 Withdrawal of proceeds of any sale of gold from the eGIA may be made by me/us at any of the Bank's branches. However, the withdrawal of proceeds of any sale of gold at a branch other than the branch at which the eGIA is opened is subject to a maximum limit of Ringgit Malaysia Fifty Thousand (RM50,000-00) only per day or any other limit that the Bank may prescribe from time to time upon giving at least twenty-one (21) calendar days' prior notice.

12. INSTRUCTIONS FOR FUTURE PURCHASE AND/OR SALE OF

GOLD VIA CIMB CLICKS (applicable only for eGIA opened in sole name)

12.1 I undertake to ensure that sufficient funds are kept in my Designated Affiliate Account via CIMB Clicks to meet my instruction to purchase gold when the gold price reaches at or below the gold price specified by me and my instructions to sell gold when the gold price reaches at or above the gold price specified by me ("Order"). If there is a lack of funds in my Designated Affiliate Account or other account(s) selected by me, the Bank has the right to not process the Order to purchase gold. If however the Order is processed and/or effected by the Bank notwithstanding the said lack of funds, I hereby agree that (i) the Bank shall be deemed or regarded as having my full authorization for the purchase of the gold and (ii) that upon the Bank's demand the full purchase price or balance purchase price (as the case may be) for the purchase of the gold shall be fully settled immediately by me.

12.2 I understand and agree that I will only be permitted to place an Order via CIMB Clicks during the Transaction Hours and within the Purchase Transaction Limit and/or Sale Transaction Limit, as the case may be, and that such Order will only be processed and/or effected by the Bank at 4pm the next day. If the Bank is unable to fulfill such Order due to whatsoever reasons, including where the gold selling and/or buying price does not match, the Bank will continue to process the Order on each day thereafter at 4pm for a period of up to three (3) months from the date of receipt by the Bank of my Order ("the Period"). If the Order remains unfulfilled after the Period, I acknowledge and agree that such Order made by me would be cancelled by the Bank. For every successful purchase or sale of gold under my Order, I understand and agree that I shall be notified of the same by the Bank by way of the postings in my 'CIMB Clicks Successful Transaction' page. I further authorize the Bank to send a short messaging service ("SMS") to my mobile number registered in the Bank's record for every successful purchase or sale of gold under or pursuant to my Order. I acknowledge that it shall be my responsibility to ensure that such notices sent by the Bank are not disclosed to or given access to any third parties. The Bank shall not be responsible or liable for any embarrassment, losses or damages whatsoever arising from my disclosure to third parties.

12.3 I understand and agree that although the Bank will endeavour to process and carry out the Order, the Bank accepts no responsibility to make the same and shall not incur any liability for any error, refusal or omission in processing all or any Order or by reason of any delay in processing the Order or by any omission to follow any such Order.

12.4 The Order will remain effective for the protection of the Bank in respect of all purchase and/or sale of gold made notwithstanding my death or bankruptcy or the revocation of the Order by any other means until notice of my death or bankruptcy or of such revocation is received by the Bank.

13. CUSTOMER'S ACKNOWLEDGMENT

13.1 I/We acknowledge and agree that: -

13.1.1 The Bank will not be under any duty and/or liability in any circumstances to deliver physically (any or all of the gold so purchased to me/us (whether in Malaysia or anywhere in the world) and I/we am/ are not entitled to demand and/or request on such delivery.

13.1.2 The Bank will not be under any duty and/or liability in any circumstances to appropriate, set aside and/or allot any gold for the time being and from time to time held by the Bank to me/us and I/we am/ are not entitled to demand and/or request on such appropriation, setting aside and/or allotment.

13.1.3 The Bank will not be deemed howsoever to be a bailee and/or trustee for me/us in relation to any or all of the gold for the time being due and owing by the Bank to me/us under the eGIA. 13.1.4 If I/we wish to sell the gold in the eGIA, the Bank will absolutely and conclusively be deemed to have discharged all its obligations under this Agreement when the Bank:

- (a) purchases the gold from me/us; and
- (b) pays and/or credits the proceeds of the sale as provided for in Clause 11.1 above.

13.1.5 The operation of the eGIA shall be restricted to purchases of gold from the Bank and sales of gold to the Bank through the eGIA and if I/we wish to close the same, I/we am/are will be entitled to do so by selling all the gold therein to the Bank at the buying price and it will be quoted by the Bank at the time of such sale and receiving the proceeds of sale in Ringgit Malaysia in accordance with the provisions stated in this Agreement.

13.1.6 The details and particulars completed by me/us in the forms prescribed by the Bank to purchase gold from the Bank, to sell gold in the eGIA to the Bank and/or the details or particulars recorded under the eGIA and/or the Designated Affiliate Account shall be accepted by me/us as conclusive evidence of the particulars contained therein including but not limited to particulars relating to the date and quantity of gold purchased or sold.

13.1.7 The maximum amount of gold that I/we can sell at any time should be limited to the actual balance of the gold at the time being held in the eGIA and subject to the minimum quantity of gold required to be maintained in the eGIA as prescribed under Clause 7.6 above. If I/ we sell all my/our gold in the eGIA, the eGIA will be closed in accordance with Clause 16 of this Agreement.

13.1.8 That no gold bullion of any kind will be delivered to the Bank physically for deposit into my/our eGIA and the Bank is entitled to reject such deposit.

13.1.9 Except for the gold in my/our eGIA, the Bank will not be under any duty to purchase gold from me/us and is entitled to reject any offer for sale of any gold by me/us whether the gold is of the same fineness or it is of any other kind.

13.1.10 I/We shall be responsible for any taxes or levies payable on the eGIA, for the gold purchased and/or sold under the eGIA.

13.1.11 The Bank have the right to suspend the operation of the eGIA at any time without having to give any reason and by giving notice to me/us if the Bank suspects that the eGIA is being used for any illegal purposes.

13.1.12 I/We will ensure at all times that I/ we is/ are in compliance with the prevailing provisions under the Notices on Foreign Exchange Administration Rules issued by Bank Negara Malaysia and any other relevant notices issued pursuant to the Financial Services Act 2013 and any amendments thereto and any other applicable Malaysian laws and regulations.

13.1.13 eGIA is not a principal protected product nor an interest bearing account and is not protected by Perbadanan Insurans Deposit Malaysia ("PIDM") and any money withdrawn from an insured deposit for the purpose of purchasing gold under eGIA is no longer protected by PIDM.

14. DEATH OR INCAPACITY OF CUSTOMER

14.1 In the event of any disability or incapacity, the Bank is entitled to act in accordance with the instructions given by me/us or by any one or more of us subject to the compliance of any requirements or procedures as may be determined by the Bank from time to time.

14.2 In the event of death of any of the joint account holders of the eGIA, the survivor(s) is authorised to (i) give instructions relating to the sale of gold, (ii) close the eGIA and (iii) receive the proceeds of any sale of gold subject to the compliance with the provisions of estate duty legislation (if any) or any other legislation of a similar nature and pursuant to the instructions of the survivor(s), all actions and/or transactions effected by the Bank shall constitute the Bank's valid and conclusive discharge of all its obligations under the eGIA.

15. INDEMNITY AND LIMITATION OF LIABILITY

15.1 I/We hereby jointly and severally agree and undertake to indemnify and keep indemnified the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs, expenses (including legal costs on a solicitor and client basis, taxes or duties which may be incurred by me/us or the Bank, including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the eGIA or in respect of the Bank's execution of any instructions for sale or purchase held in connection therewith (notwithstanding such instructions may be fraudulent or unauthorised) unless I/we can prove that these penalties, damages, claims, losses, costs, expenses, taxes or duties are caused by the Bank's gross negligence or willful default.

15.2 The Bank's total liability to me/ us shall only be limited to actual direct loss suffered by me/ us, provided that the claim is supported by documentary evidence submitted by me/ us to the Bank. The Bank will not be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that I/ we may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.

16. CLOSURE OF eGIA

16.1 If I/we wish to close the eGIA, I/we am entitled to do so by selling all the gold in the eGIA to the Bank at the buying price as shall be quoted by the Bank at the time of such sale. All proceeds of sale shall be paid to me/us in Ringgit Malaysia by crediting into the Designated Affiliate Account.

16.2 I/We acknowledge and agree that the eGIA can be closed only by me/us requesting for the closure in person at the Bank's branch. Valid passport/MyKad/death certificate or any other identification documents as per Bank's record must be presented for closure of the eGIA. I/We will comply with all the Bank's prevailing requirements on the closure of the eGIA which may be prescribed by the Bank from time to time upon giving at least twenty-one (21) calendar days' prior notice.

16.3 The eGIA will be considered closed if it appears in the Bank's record as having a zero balance or nil balance or by operation of law.

16.4 I/We shall comply with the Bank's requirements on the closure of the eGIA (if any). The Bank may impose a service charge for closing the eGIA.

16.5 The Bank has the right to close the eGIA by giving notice to me/us including our reasons for doing so. If there is any gold in the eGIA, I/we hereby irrevocably authorize the Bank to sell the said gold as the Bank shall deem fit. The proceeds of the sale shall be credited to the Designated Affiliate Account. The Bank will not be responsible for any loss incurred, if any, in the sale of gold or for any loss or depreciation in value of gold arising from or through any cause whatsoever including but not limited to the fluctuation of gold price and/or the fluctuation of the currency exchange rate. I/We expressly and irrevocably agree that the judgement and discretion of the Bank in respect of the timing, price and terms of sale of the gold shall be final, binding and conclusive.

17. BANK CHARGES

17.1 I/We agree and undertake to pay to the Bank the service or transaction charges under the eGIA in accordance with the

prevailing practice of the Bank. The said service or transaction charges will be debited from my/our Designated Affiliate Account. If there are any changes in fees and charges applicable to the eGIA, the notification of such changes shall be communicated to me/us by giving at least twenty-one (21) calendar days' prior notice before the effective date of change.

17.2 For the purpose of payment of the charges, I/we will ensure that there are sufficient funds in my/our Designated Affiliate Account at all times for the Bank to debit.

17.3 The Bank is authorized to debit my/our Designated Affiliate Account for the annual service fee of Ringgit Malaysia Five (RM5.00) or any other amount as the Bank may determine from time to time upon giving twenty-one (21) calendar days' prior notice. The annual service fee is payable on the first day and the first month of the following calendar year i.e. 1 January if the gold balance in the eGIA as at 31 December is below 5 grams or such other minimum quantity of gold that the Bank may prescribe from time to time upon giving at least twenty-one (21) prior notice.

18. RIGHT TO COMBINE ACCOUNTS AND SET-OFF

18.1 In addition to any general lien or similar rights to which the Bank may be entitled by law, the Bank shall be at liberty and is hereby authorized and empowered at any time, to combine and consolidate all or any of my/our account(s) (including but not limited to any overdraft, loan, current, savings, fixed deposit and eGIA accounts) maintained with the Bank now or hereafter (in case where the undersigned are more than one person, whether such account(s) is/are in the sole name of any one of us and/or in the joint names of us and/or any one or more of us with any other persons), and/or set-off and/or transfer any monies, rights, interests and/or liabilities owing by me/us to the Bank in or under any one or more of such accounts, in or towards satisfaction of any liabilities owing by me/us or any one or more of us to the Bank on any other account or accounts, or in any other respect including any taxes and any other sums due and owing to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint or in other currencies by giving seven (7) days prior notice to me/ us.

18.2 It shall will be lawful for the Bank at any time by giving seven (7) days prior notice to me/ us to sell the gold, or any part thereof, in the eGIA in such manner and upon such terms and conditions as the Bank shall deem fit, and the proceeds of any such sale shall be utilised in or towards the repayment of any monies due and owing by me/us. The Bank will not be held responsible for any loss, if any, in the sale of the gold or for any loss or depreciation in value of the gold arising from or through any cause whatsoever including but not limited to the fluctuation of gold price and/or the fluctuation of the currency exchange rate. I/We expressly and irrevocably agree that the judgement and discretion of the Bank in respect of the timing, price and terms of sale of the gold shall be final, binding and conclusive, and shall not be questioned by me/us on any account whatsoever.

18.3 Notwithstanding the generality of the provisions in Clauses 18.1 and 18.2, the Bank acknowledges that it shall give to me/ us by giving at least seven (7) calendar days' prior notice on the Bank's intention to combine and consolidate all or any of my/our account(s) or to exercise any right of set off or to sell the gold in the eGIA for purposes of satisfaction of any debit balance and/or liabilities owing by me/us or any one or more of us to the Bank on any of my/our loan accounts.

19. BANK'S RIGHT TO EARMARK eGIA AS SECURITY

19.1 In addition and without prejudice to Clause 18 hereinabove, I/we agree that the Bank shall be at liberty and is hereby irrevocably authorized by me/us to withhold and/or earmark from time to time without my/our prior knowledge or consent, so much of the gold for the time being

recorded in my/our eGIA as the Bank may in the Bank's sole and absolute discretion think fit, as security for the payment of any or all monies and/or liabilities owing or payable by me/us to the Bank on any other account or accounts howsoever (whether actual or contingent, joint or several) if I/we shall fail to pay to the Bank any amount due but unpaid by me/us to the Bank as demanded, and/or pursuant to any Court Order or directive binding on the Bank.

20. FREEZING OF THE eGIA

20.1 Without prejudice to and not in derogation of any other rights which the Bank may exercise to freeze the eGIA at any time pursuant to or by virtue of any laws, court orders, regulations and/or enactments the Bank may at any time, without having to give me/ us any prior notice, refrain from effecting or carrying out any instruction or transaction under the eGIA including but not limited to (a) purchase of any gold under or into the eGIA; and/or (b) sale of any gold under or out of the eGIA ("Freezing of the eGIA") upon the occurrence of any one of the following events:-

- (a) the Bank being notified that I/we have committed an act of bankruptcy and/or a bankruptcy notice and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against me/us ("the account holder's insolvency matters");
- (b) the Bank being notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to refrain from performing any transaction under the eGIA as above-mentioned regardless of whether the relevant authorities have the legal or valid authority to request the Bank ("directives of the relevant authorities").

20.2 The Freezing of the eGIA shall cease or be lifted upon the occurrence of any of the following events: -

- (a) In respect of the account holder's insolvency matters, it shall be shown to the satisfaction of the Bank by me/us with appropriate evidence that the bankruptcy notice or the creditor's petition for bankruptcy has been validly withdrawn by the petitioner or dismissed or struck out by the court or upon the Bank being served with an appropriate court order sanctioning or ordering the lifting of the Freezing of the eGIA;
- (b) In respect of the directives of the relevant authorities, the Bank has been informed in writing by the relevant authorities to effect the lifting of the Freezing of the eGIA or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the eGIA.

20.3 In freezing the eGIA pursuant to the terms and conditions stated in eGIA, I/we agree that the Bank will not be held liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges whatsoever which may be claimed against the Bank by me/us or by any other person based on whatsoever grounds unless such losses, damages, expenses, costs or charges are a direct result of the Bank's negligence and/or willful default. In connection therewith, I/we further agree and undertake to keep the Bank fully indemnified against any claims for damages, losses, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by any other person.

20.4 I/We further agree that should the Bank be sued or be made a party in any suit arising out of the Bank's action in Freezing of the eGIA herein or should the Bank before or after the Freezing of the

eGIA commence any suit including but not limited to any interpleader proceedings against any party including me/us for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by me/us.

20.5 In so acting pursuant to any terms, conditions and provisions herein, I/we agree that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank on the grounds that the Bank has not been fixed with notification of the relevant events mentioned in Clause 20.1 by reason of the notification being irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever.

21. NO ASSIGNMENT

21.1 All rights, title, interests and benefits under the Designated Affiliate Account, the eGIA and the gold comprised therein are non-transferable and non-assignable and cannot be made subject to any pledge, charge, mortgage or be made the subject of any lien and/or any other form of encumbrance or security save where the same is created in favour of the Bank.

22. DISCLOSURE

22.1 I/ We hereby agree, consent to and authorise the Bank to disclose any information relating to me/ us, my/ our affairs and/or any accounts maintained by me/ us with the Bank to:

- its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;
- the entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia;
- Amanah Raya Berhad or any other body appointed by the authorities to discharge the functions of a public trustee and/ or to any solicitor appointed by my/ our next of kin in relation to any application for grant of probate or letter of administration upon my/ our death;

for facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services of or granted or provided by the Bank and/ or the Group Companies to their customers, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank;
- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to this eGIA; and
- such third parties and for the purpose(s) as identified in the CIMB

Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

I/We agree that the consent given above cannot be withdrawn where such disclosure of my/our information is necessary for the provision of the eGIA and/or related services or the performance of the contract with me/us to comply with contractual requirements or to comply with any legal requirements.

22.2 Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling and other purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by me/ us.**

I/we understand I/we may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) for cross selling, marketing and promotional purposes by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the me/ us): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel:+603 6204 7788 / e-mail: cru@cimb.com

22.3 I/ We hereby agrees and expressly authorise and invite the Bank's employees, independent contractor, representatives and/or agents to contact me/ us from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone call regarding any promotion.

22.4 Not in derogation of the foregoing and based on existing mailing, address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of mine/ ours deposited or recorded with the Bank, the Bank is hereby irrevocably authorised (but not obliged) to contact and / or notify me/ us by post and/or electronic mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other mode of communication selected by the Bank at its sole discretion. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary, and may include but not limited to any information in relation to the Account and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.

23. SUSPENSION OF SALE AND PURCHASE

23.1 Notwithstanding any provisions to the contrary and/or any express or implied duty or obligation on the Bank's part, it is hereby expressly agreed that the Bank is entitled (i) not to accept any instruction for sale or purchase of gold and/or (ii) to quote any sell or buy price at any time including but not limited to during the period where trading in gold is suspended in the Gold Exchange of Malaysia or any other gold exchange in any other jurisdiction.

24. NOTICES

24.1 All communication and notices sent by the Bank by instantaneous communication and/or by post to or left at my/ our address last registered with the Bank, and/or by publication on the Bank's website or any of the Bank's branches shall be deemed delivered to and received by me/ us: (i) if sent by post, on the seventh (7th) day after posting; (ii) if by any forms of instantaneous communication (including by electronic mail and/or short messaging service (SMS) and voice recording), immediately; (iii) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.

25. CHANGE IN PARTICULARS

25.1 Any change of my/ our e-mail address(es), mailing address(es), telephone number(s), signature(s) and/or other particulars recorded with the Bank must be promptly notified to the Bank by the me/ us. Such notification must be made in writing and supported by any documentation that the Bank may require and shall only be effective upon receipt by the Bank.

26. RECORD OF ENTRIES IN BANK'S RECORD

26.1 Subject to Clause 26.2 below, I/we acknowledge that the Bank will record all transactions effected by me/us under the eGIA and I/we shall be required to review the transactions recorded in the account statement or online transaction history made available online via CIMB Clicks and/or sent by post to me/us and immediately notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized transactions/entries. If I/we fail to inform the Bank of any errors, irregularities, discrepancies, claims or unauthorized transactions/entries in the account statement or online transaction history within fourteen (14) days from the date of posting of such transactions online or the date of the account statement, as the case may be, I/we will be deemed to have accepted all the transactions/entries contained in the account statement or online transaction history as true and accurate in all respects.

26.2 The Bank's record of the balance and/or transactions effected under the eGIA shall be regarded as conclusive and binding on me/us (save and except for manifest error).

27. INTERPRETATION

27.1 In construing this Agreement and the terms and conditions stipulated in this Agreement, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and words denoting the masculine gender shall include the feminine and/or neuter gender and vice versa.

27.2 Clause headings are included for convenience of reference only and shall be ignored in the construction of this Agreement.

28. CHANGE OF TERMS AND CONDITIONS

28.1 I/We hereby agree that the Bank reserves the right at any time and from time to time upon giving at least twenty-one (21) calendar days' prior notice to add, amend, delete, vary or modify any of the terms and conditions contained in this Agreement, in the Designated Affiliate Account and the Bank's standard forms. Any such variations, additions, deletions, modification or amendments ("the Amendment") will be binding on me/us and be deemed to be brought to my/our attention as provided for in Clause 24 above.

29. GOVERNING LAW AND JURISDICTION

29.1 The Laws of Malaysia shall govern and be applicable to this Agreement, the eGIA and all transactions in connection therewith. In relation to any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably submits to the exclusive jurisdiction of the courts of Malaysia and waives any objection to Proceedings in any such court on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

29.2 In addition to the terms and conditions of the Bank, the operation of the eGIA shall be governed by and be subject to the rules, regulations and guidelines issued by Bank Negara Malaysia and any other relevant bodies or associations whether or not such rules, regulations and guidelines have the force of law.

30. PRIVACY CLAUSE

30.1 I/ We hereby confirms that I/ we have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of the my/ our personal information. For the avoidance of doubt, I/ we agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.

30.2 In the event I/ we provide personal and financial information relating to third parties, including information relating to my/ our next-of-kin and dependents, for the purpose of opening or operating the my/ our account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, I/ we (a) confirm that I/ we have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these Terms and Conditions; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing if there is any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Account should such consent be withdrawn by any of the said third parties.

30.3 Where I/ we instruct the Bank to effect any sort of cross-border transaction (including to make or receive payments), the detail relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transaction on my/ our behalf, I/ we agree to the above said disclosures on behalf of me/ us and others involved in the said cross-border transaction.

30.4 The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain my/ our status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the account holder's portfolio(s); (c) recover debts; and/or (d) any purpose related to or in connection with the account/facility under these Terms and Conditions. I/ we will be linked by credit reporting/reference agencies to any other names I/ we use or have used, and any joint and several applicants. The Bank may also share information about me/ us and how I/ we manage my/ our account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose my/ our credit information to its subscribers for purposes of fraud detection and fraud prevention.

30.5 Even after I/ we have provided the Bank with any information, I/ we will have the option to withdraw the consent given earlier, except where such disclosure of my/our information is necessary for the provision of the eGIA and/or related services or the performance of the contract with me/us to comply with contractual requirements or to comply with any legal requirements.

30.6 For the purposes of this Clause 30, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.

30.7 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of

information.

31. COMPLAINTS HANDLING

31.1 In the event of complaint relating to this Agreement, a note may be lodged with the respective CIMB centre or branch at which the eGIA is maintained. Should the explanation or resolution provided by the CIMB centre or branch not be satisfactory, the Bank's Customer Resolution Unit bearing the following address, email address or telephone number (which may be changed by the Bank from time to time by notice to me) Address: P.O Box 10338, GPO Kuala Lumpur, 50710 Kuala Lumpur, e-mail address: cru@cimb.com Tel No: 03-6204 7788.

I/We agree and accept Clause 22.1 on Disclosure above.

I/We, the undersigned, hereby agree to be bound by the terms and conditions contained herein.

Dated thisday of 20.....

.....
Name: Name: Name:

NRIC/Passport No.: NRIC/Passport No.: NRIC/Passport No.:

In the presence of /

.....
Name: ...Name: Name:

NRIC/Passport No.: NRIC/Passport No.: NRIC/Passport No.:

| For Bank's Use |
|--|
| e-Gold Investment Account (eGIA) No.: |
| Designated Affiliate Account No.: |
| Attended by: |
| _____ (Officer's Signature & Rubber Stamp) Date: |

