



# Terms and Conditions of CIMB Securities World Traders Club ("Terms & Conditions")

### **Extension of Services and Benefits**

- 1. CIMB Securities World Traders Club membership ("Membership") is by way of invitation from CIMB Investment Bank Berhad ("CIMB") to existing or new individual retail stock broking and derivative clients who maintain a trading account or share margin financing account with CIMB ("Clients") (each an "Account", collectively the "Accounts"), based on the Minimum Gross Brokerage Requirement criteria as set out under Clause 3 below or by any other eligibility criteria determined at the discretion of CIMB from time to time.
- 2. The acceptance and continuance of the Membership will be entirely at the discretion of CIMB. CIMB will review the status of the Clients' Membership on a yearly basis and reserves the right at its sole and absolute discretion to either continue to avail such Membership to the Clients or to discontinue or terminate or suspend the same without assigning any reasons to the Clients.

#### **Minimum Gross Brokerage Requirement**

- 3. The Client must generate a minimum gross brokerage of RM100,000.00 within twelve (12) consecutive months ("Minimum Gross Brokerage Requirement") before Membership is offered to the Client by CIMB or such other amount as CIMB may determine from time to time for the acceptance and continuance of the Membership.
- 4. For Clients who have generated the Minimum Gross Brokerage Requirement with other brokers, a statement of account must be provided to CIMB as proof that the Minimum Gross Brokerage Requirement has been met.
- 5. Upon being accepted as a member, the Client must continue to generate the Minimum Gross Brokerage Requirement with CIMB starting from the date the Client becomes a member.
- 6. Should the Client have more than one (1) Account, all the gross brokerage generated through trading from such Accounts will be consolidated and taken into consideration as one (1) Account with CIMB for eligibility of the Membership.
- 7. Notwithstanding the above, CIMB may change, add, amend or vary the criteria to qualify for the Membership.

## **Eligibility**

- 8. The following shall not be eligible to join the Club:-
  - Institutional, corporate and Private Banking clients;
  - b. Islamic stockbroking clients;
  - Permanent and/or contract employees of CIMB (including its subsidiaries and/or related companies) and/or their immediate family members (i.e. spouse, children, parents, brothers and sisters).
  - d. Spouse of dealer's representatives; and
  - e. Others as may be determined by CIMB.

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### **Benefits and Services Offered**

9. The benefits and services offered are as follows:-

No.	Benefits and services	Details	
а	CIMB Preferred Membership	A CIMB Preferred Membership and CIMB Preferred Visa INFINITE Credit Card for the first year. Nonetheless, approval is still subject to CIMB's credit assessment result.  For the continuance of the CIMB Preferred Membership from the second year and onwards, the Client would be required to maintain the following minimum assets under management with CIMB Bank Berhad ("AUM"):-  a) Second year: Minimum AUM of RM150,000; and	
b	CIMB Credit Card Bonus Points	<ul> <li>b) Third year and onwards: Minimum AUM of RM250,000.</li> <li>Entitled to:- <ul> <li>a) 1 Bonus Point for every ringgit (RM 1) of gross brokerage generated via Bursa Malaysia; and</li> <li>b) 2 Bonus Point for every ringgit (RM 1) of gross brokerage generated via Foreign Stock Exchange recognized by Bursa Malaysia.</li> </ul> </li> </ul>	
С	Book Building / Private Placement	Priority to subscribe for new book building or private placement activities underwritten by CIMB.	
d	i*TradePro@CIMB	Waiver on subscription fee of the i*TradePro@CIMB trading terminal for up to twelve (12) months.	
е	Cross Border Real Time Market Data	Waiver on subscription fee to CIMB's Real Time Market Data of up to three (3) Foreign Stock Exchanges for up to twelve (12) months.	
f	Fast approval of Share Margin Financing ("SMF") application	Application will be processed on a priority basis. Nonetheless, approval is still subject to CIMB's credit assessment result.	
g	Equipped with high SMF facility limit	Facility limit of up to RM5 million to be offered. Nonetheless, approval is still subject to CIMB's credit assessment result.	
h	i*Gateway	Priority and full access to CIMB's i*Gateway micro site. i*Gateway is CIMB's one stop interactive Technical Analysis knowledge centre and serves as a platform for traders and investors to share ideas, investment strategies and receive latest market information. The i*Gateway micro site includes video animations, the Technical Analysis Newsletter for equities (local and foreign) and derivatives, a library, forums and an event calendar.	
i	Petrol card	Entitled to an RM1,200 petrol card to be given on a yearly basis (4 <sup>th</sup> quarter of membership year).	

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j	Birthday Gift	Entitled to an RM600 shopping voucher to be given on the Clients
	(Shopping Voucher)	birthday month.
k	Smart Phone/ Tablet	Entitled to a voucher worth RM 2,000.00 for the purchase of a
	upgrade	smart phone or a tablet every two (2) years
I	Special Events/	Invitation to exclusive events and workshops organized by CIMB
	Workshops	Securities whereby celebrity traders, speakers and gurus will be invited.
m	Personal touch	In order to provide utmost customer service, a dedicated personnel will be assigned to the Client.
		will be assigned to the Chefit.

9.1 The Client shall be responsible to pay any taxes (including but not limited to goods and services tax ("GST"), incidental cost and/or any other charges relating to any of the benefits and services unless stated otherwise. CIMB shall not be held liable for any taxes (including but not limited to GST, incidental cost, charges and/or damage) caused by any of the benefits and services and/or non-fulfillment by any of its agents/distributors.

### **Termination of Membership**

- 10. Failure to generate or maintain the minimum brokerage required as set out under Clause 3 may lead to the termination or suspension of the Client's Membership upon adequate notice given to the Client. Upon termination of Membership, the Client shall not be entitled to the benefits and services granted.
- 11. Termination of usage of the benefits and services made available to the client may also be brought about by the following:
  - a) By the Client giving written notice to CIMB to terminate the Membership;
  - b) Upon death or insanity of the Client or if the Client commits an act of bankruptcy; or
  - c) If there is any change in law or regulation which makes it impossible or unlawful for CIMB to continue to make available the benefits and services.
- 12. CIMB reserves the right at its sole and absolute discretion at any time and from time to time to terminate, cancel, amend, modify, revise, restrict or suspend all or any of the benefits and services made available to the Client upon giving adequate notice. For the avoidance of doubt, any termination, cancellation, amendment, modification, revision, restriction or suspension of all or any of the benefits and services shall not entitle the Client to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Client as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension.
- 13. Notwithstanding the above, CIMB reserves the right to suspend or terminate any or all of the benefits and services at any time upon giving adequate notice to the Client without incurring any liability to the Client.
- 14. Upon the termination of the Membership, the Client shall cease to use the same and hereby agrees that CIMB shall have the right to charge the Client such levies, charges or fees determined by CIMB upon giving adequate notice, in respect of continued usage of any benefits and services by the Client notwithstanding the said termination.

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15. CIMB shall not in any circumstances be held liable for any damages suffered or loss incurred by the Client or any third party in respect of any statement, representation, communication made in relation to or arising from the termination, amendment, modification, revision, restriction or suspension of all or any of the benefits and services made available by CIMB to the Client.

### **Privacy Clause**

- 16. Pursuant to the requirements the Personal Data Protection Act 2010, the Client hereby confirms that the Client has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at <a href="www.itradecimb.com.my">www.itradecimb.com.my</a>) and the clauses herein, as may relate to the processing of the Client's personal information. For the avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 17. In the event the Client provides personal and financial information relating to third parties, including information relating to the Client's next-of-kin and dependents, for the purpose of opening or operating the Client's account(s) with the Bank or otherwise subscribing to the Bank's products and services, the Client (a) confirms that the Client has 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) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate these Terms and Conditions and/or the Membership benefits and services should such consent to be withdrawn by any of the said third parties.
- 18. Even after the Client has provided the Bank with any information, the Client will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the Membership and any provision of any product, service or account(s) that is/are linked with such information.
- 19. For the purposes of this Clause, 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.
- 20. This Clause shall be without prejudice to any other Clause in the terms and conditions of the Client's relevant account(s) of the Bank and/or CIMB Islamic and/or investment product(s) made with the Bank and/or CIMB Islamic which provides for the disclosure of information.

## <u>General</u>

- 21. By signing these Terms and Conditions, Clients are deemed to have read, understood and have agreed to be bound by these Terms & Conditions. All decisions of CIMB in relation to every aspect of the Membership are binding and conclusive. No correspondence, queries, appeals or protests will be entertained whatsoever.
- 22. CIMB may at its sole and absolute discretion without notice from time to time vary, add to or amend the Terms and Conditions herein.

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- 23. Notification to the Client in respect of any such variation, addition or amendment ("Amendment") shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via CIMB's website or SMS or by ordinary mail to the Clients' last known address and the Amendment shall be binding on the Clients as from the date of notification of the Amendment or from such other date as may be specified by CIMB.
- 24. The Client acknowledges that the Membership is personal and non-transferable.
- 25. Time shall be of the essence herein but CIMB's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Client shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies, prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 26. In no event will CIMB be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages or to any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Membership, even if CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 27. These Terms and Conditions shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of CIMB or any change in CIMB or any company by which the business of CIMB may for the time being is carried on and/or the Client's death.
- 28. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Membership in the event of any conflict in terms.
- 29. These Terms and Conditions are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and/or arising under the account(s) of the Client maintained with CIMB.
- 30. None of the benefits and services offered through the Membership shall be construed as an offer, recommendation or solicitation to buy or sell any securities. All members are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
- 31. Notifications to CIMB must be made to the following address or email (or bearing such other address or email which CIMB may change by sending a notification to the Clients):

Address : CIMB Investment Bank Berhad

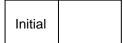
Level G, Tropicana Office Tower,

3, Jalan SS20/27,

47400, Petaling Jaya, Selangor.

Email Address : wb.wtc@cimb.com

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- 32. In the event of any enquiries, Clients may visit any of CIMB's branches nationwide, or contact us at 03-22618878.
- 33. The Terms and Conditions as set out above shall be governed by the laws of Malaysia.