

CIMB BANK GOLD INVESTMENT ACCOUNT VIA CIMB CLICKS AGREEMENT

This Agreement is effective beginning 1 August 2019.

In consideration of CIMB Bank Berhad ("Bank") opening a CIMB Bank Gold Investment Account via CIMB Clicks (hereinafter referred to as "GIA via CIMB Clicks") in my name, I hereby agree to be bound by the following terms and conditions contained herein.

1. PURPOSE OF GIA via CIMB Clicks

I may from time to time purchase from and/or sell to the Bank 99.99% pure gold commodity (hereinafter referred to as "gold") under the GIA via CIMB Clicks and any balance of the gold for the time being purchased but not yet re-sold by me pursuant to the terms herein shall be recorded in the GIA via CIMB Clicks as owing by the Bank to me and is to be dealt with in accordance to the terms and conditions as provided hereinafter.

2. ACCOUNT OPENING

2.1 Application to open a GIA via CIMB Clicks shall be made via CIMB Clicks. The acceptance and continuance of the GIA via CIMB Clicks will be entirely at the discretion of the Bank.

2.2 I agree that I shall comply with all the Bank's requirements to open the GIA via CIMB Clicks. In establishing a GIA via CIMB Clicks, I represent and warrant that I am 18 years old or above.

2.3 I acknowledge that the GIA via CIMB Clicks shall be governed by and subject to the terms and conditions set out in this Agreement, in the Designated Affiliate Account, the Bank's standard forms provided via CIMB Clicks, the Bank's Terms of Access governing your use of CIMB Clicks and CIMB Clicks Internet Banking Agreement ("the terms and conditions") as 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 herein shall prevail and be deemed as binding on me.

2.4 For the purpose of making full settlement or payment of gold purchased by me pursuant to the terms herein, I hereby undertake to open and/or maintain a savings account or current account with the Bank (hereinafter referred to as "Designated Affiliate Account"). I hereby authorize the Bank to debit the Designated Affiliate Account for the settlement of my purchase of gold herein, and for any annual service fee, stamp duty and penalties (if any) on this Agreement or such other fees and/or charges as I may incur under the GIA via CIMB Clicks. I further acknowledge and agree that the Bank shall be at liberty to reject my application for a GIA via CIMB Clicks in the event that I fail, refuse and/or omit to

open and/or maintain the Designated Affiliate Account as stated herein or for any other reasons without assigning any reason thereto.

3. DECLARATION

3.1 I have full legal capacity, rights, power and authority to enter into contracts for the purchase and sale of gold.

3.2 I understand that the returns on the GIA via CIMB Clicks depends on gold price fluctuations and confirm that I am fully aware of the features and risks of opening and maintaining the GIA via CIMB Clicks by the Bank. I understand and hereby agree to bear any loss arising from the fluctuation in the price of gold.

3.3 I recognize and acknowledge that the returns on my investment in gold are uncertain and there is a possibility that I risk earning no returns and/or may incur losses. I hereby confirm that I have been advised to read and understand the contents of this Agreement and the decision to open the GIA via CIMB Clicks is based on my own judgment and/or on independent advice obtained without relying on any material provided or advice given by the Bank or its representatives.

3.4 I agree that the Bank shall not have any responsibility or liability whatsoever to me for any depletion or diminution in the value of the gold purchased under the GIA via CIMB Clicks and for any other losses, damages, cost or expenses incurred or suffered by me including but not limited to the incurrence of any taxes and/or other levy with respect to the establishment, issuance or operation of the GIA via CIMB Clicks or in respect of the sale or purchase of the gold held in connection therewith.

3.5 I understand and agree that the Bank may at any time suspend and/or not effect my purchase and/or sale of gold under the GIA via CIMB Clicks standing to the credit under the GIA via CIMB Clicks without assigning any reasons and I hereby agree that such suspension, refusal to effect my purchase and/or sale of gold under the GIA via CIMB Clicks shall not entitle me or any other third party to any claim or compensation against the Bank for any direct or indirect losses or damages suffered by me or any other third party arising therefrom.

3.6 As and when required, I shall furnish the Bank with any information/financial statements required by the Bank for the purpose of regulatory reporting obligations or for whatsoever reasons which the Bank deems reasonable or necessary.

4. PURCHASE OF GOLD

4.1 **Purchase of gold via CIMB Clicks:** The Bank may from time to time sell to me gold pursuant to my purchase order(s) in accordance with the provisions of this Agreement. 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

placed by me between 8:30 a.m and 11:30 p.m Monday to Sunday, excluding national public holidays in Malaysia ("Transaction Hours"). 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'). Upon the acceptance of my instruction to purchase gold, the Bank shall record in the GIA via CIMB Clicks 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) at the time of my purchase instruction provided always that the Bank shall be entitled to without incurring any liability whatever to me and without notice 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.

4.2 The Bank shall have the right to vary the Purchase Transaction Limit from time to time and shall provide you notice of such variation.

4.3 Purchase of gold at CIMB Bank branch: The Bank may from time to time sell to me gold pursuant to my purchase order(s) in accordance with the provisions of this Agreement. Each purchase order shall be in such form as prescribed by the Bank and shall only be accepted by the Bank if placed by me on a business day ('business day' in this Agreement shall mean the normal business hours on a calendar day when the Bank shall be open to the public to conduct banking business as defined in the Financial Services Act (FSA) 2013). Upon the acceptance of my written instruction to purchase gold, the Bank shall record in the GIA via CIMB Clicks, 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) at the time of my purchase instruction.

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

5. MINIMUM INITIAL PURCHASE AND SUBSEQUENT PURCHASE

5.1 I hereby acknowledge that I am to make an initial purchase ("initial purchase") of not less than one (1) gram of gold or such other minimum quantity of gold as may be determined by the Bank from time to time at its absolute discretion without assigning any reasons thereto upon giving fourteen (14) calendar days prior notice. 5.2 I agree that after the initial purchase, each subsequent purchase order once received by the Bank shall be irrevocable and shall be for:

(a) not less than ONE (1) gram of gold (or such 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 such other multiples as determined by the Bank from time to time).

6. PURCHASE PRICE

6.1 The price per gram at which each purchase is made by me shall be the selling price in Ringgit Malaysia (RM) per gram as quoted by the Bank to me at the time of the placement of the purchase order depending on whether the purchase was made via CIMB Clicks or at Bank's branch. The selling price so quoted shall be determined by the Bank at the Bank's sole and absolute discretion taking into account all factors it deems relevant, including 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.

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 or form as prescribed by the Bank and the instructions contained therein shall be strictly observed.

6.3 I 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 other account(s) maintained with the Bank where permitted by the Bank. This Agreement together with any transaction electronically confirmed, validated and effected by me in relation to any purchase order, shall be conclusive and binding in respect of the purchase and shall be sufficient authority for the Bank to make such debit(s) to the Designated Affiliate Account and/or any of my 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 Designated Affiliate Account or any other account(s) maintained by me with the Bank.

7. SALE OF GOLD

7.1 **Sale of gold via CIMB Clicks:** I acknowledge and agree that my instructions to the Bank during the Transaction Hours to sell the gold in the GIA via CIMB Clicks shall be made via CIMB Clicks in such format as prescribed by the Bank and shall be subject to such requirements and prevailing practice of the Bank. Further, 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 order for sale placed by me during the Transaction Hours shall be subject to a further limit of a maximum of three (300) grams of gold per order for sale ("Sale Transaction Limit"). Upon each sale, the Bank shall record in the GIA via CIMB Clicks, the quantity of gold sold by me 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 GIA via CIMB Clicks provided always that the Bank shall be entitled to without incurring any liability whatever to me and without notice 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 and/or under any other account maintained with the Bank where such transactions effected are by virtue of or on account of the said sale instruction(s) and/or sale transactions.

7.2 The Bank shall have the right to vary the Sale Transaction Limit from time to time and shall provide you notice of such variation.

7.3 I shall ensure that any sale instruction shall be limited to the actual quantity of gold in the GIA via CIMB Clicks. In the event that there is insufficient gold in the GIA via CIMB Clicks, the Bank shall be at liberty to refuse to effect my sale instruction.

7.4 **Sale of gold at CIMB Bank branch:** I acknowledge and agree that my instruction to the Bank on a business day, to sell the gold in the GIA via CIMB Clicks by completing the form or document(s) as prescribed by the Bank may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank, and/or subject to proof of my/our identity as the Bank may require. Upon each sale, the Bank shall record in the GIA via CIMB Clicks, the quantity of gold sold by me 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 GIA via CIMB Clicks.

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

7.6 Subject to Clause 16.1, I shall ensure that any sale by me of the gold in the GIA via CIMB Clicks shall not breach the Bank's requirement of the maintenance in the GIA via CIMB Clicks at all times of a minimum balance of gold of one (1) gram or such other minimum balance of gold which may be determined by the Bank from time to time upon giving fourteen (14) calendar days prior notice

8. EXECUTION OF ORDER FOR SALE

8.1 **Sale of gold via CIMB Clicks:** My instruction to sell made via CIMB Clicks shall be irrevocable once received by the Bank and shall be regarded by the Bank as conclusive evidence as to the number of grams of gold to be sold by me. This Agreement together with the instruction to sell made by me via CIMB Clicks shall be deemed as conclusive and binding on me.

8.2 **Sale of gold at CIMB Bank branch:** The due execution by me of an instruction to sell shall be irrevocable once received by the Bank and the contents of the detail completed on such 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 together with the duly executed instruction to sell shall be conclusive and binding in respect of such sale of gold.

9. MINIMUM QUANTITY OF SALE

9.1 My written sale instruction and/or sale instruction electronically transmitted shall be irrevocable and shall be for:-

- (a) not less than ONE (1) gram of gold (or such 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 such other multiples as determined by the Bank from time to time).

10. SALE PRICE

10.1 Each sale of the gold by me to the Bank in the GIA via CIMB Clicks shall be at the buying price in Ringgit Malaysia (RM) per gram as quoted by the Bank to me at the time of such transaction depending on whether the sale was made via CIMB Clicks or at Bank's branch. The buying price so quoted shall be determined by the Bank at its sole and absolute discretion taking into account all factors it deems relevant, including 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 in Ringgit Malaysia on the same business day as the execution of the order for sale by way of direct credit into my Designated Affiliate Account.

11.2 Withdrawal of proceeds of any sale of gold from the GIA via CIMB Clicks may be made by me at any of the Bank's branches. However, withdrawal of proceeds of any sale of gold at a branch other than the branch at which the GIA is opened is subject to a maximum limit of Ringgit Malaysia Fifty Thousand (RM50,000-00) only per day or such other limit that the Bank may prescribe from time to time upon giving fourteen (14) calendar days prior notice.

12. INSTRUCTIONS FOR FUTURE PURCHASE AND/OR SALE OF GOLD VIA CIMB CLICKS

12.1 I undertake to ensure that sufficient funds are kept in my Designated Affiliate Account or any other account(s) selected by me 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"). In the event of insufficient funds or where no funds are maintained in my Designated Affiliate Account or other account(s) selected by me (the said "lack of funds"), the Bank shall be entitled at its absolute discretion not to effect the Order in relation to my instruction for purchase of gold. In the event that the Order is effected by the Bank at the Bank's

absolute discretion or is effected arising from or due to whatsoever causes 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 settled in full by me immediately.

12.2 I understand and agree that I shall 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 and not carried out by the Bank. For every successful purchase or sale of gold under or pursuant to 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 system (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 other parties ('disclosure to 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 effect the Order, it accepts no responsibility to make the same and accordingly, the Bank shall not incur any liability through any error, refusal or omission to effect all or any of the Order or by reason of any delay in effecting 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 ACKNOWLEDGEMENT

13.1 I hereby expressly acknowledge and agree that:-

13.1.1 The Bank shall not be under any duty and/or liability in any circumstances to deliver (whether in Malaysia or anywhere in the world) any or all of such gold so purchased as aforesaid physically or in specie to me and I shall have no right and at no time be entitled to demand and/or request such delivery.

13.1.2 The Bank shall 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 and/or any

of my GIA via CIMB Clicks and I shall have no right and at no time be entitled to demand and/or request such appropriation, setting aside and/or allotment.

13.1.3 The Bank shall not be deemed howsoever to be bailee and/or trustee of me in relation to any or all of the gold for the time being due and owing by the Bank to me in the GIA via CIMB Clicks.

13.1.4 In the event that I wish to sell the gold in the GIA via CIMB Clicks, the Bank shall absolutely and conclusively be deemed to have discharged all its obligations when the Bank:

(a) purchases the gold from me; 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 GIA via CIMB Clicks shall be restricted to purchases of gold from the Bank and sales of gold to the Bank through the GIA via CIMB Clicks concerned and if I wish to close the same, I am only entitled to do so by selling all the gold therein to the Bank at the buying price as shall be quoted by the Bank at the time of such sale and receiving the proceeds of sale thereof in Ringgit Malaysia in accordance with the provisions hereof.

13.1.6 The details and particulars completed by me on any such forms prescribed by the Bank to purchase gold from the Bank, to sell gold in the GIA via CIMB Clicks to the Bank and/or the details or particulars recorded in the GIA via CIMB Clicks and/or the Designated Affiliate Account shall be accepted by me 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 can be sold by me at any time shall be limited to the actual balance of the gold at the time being held in the GIA via CIMB Clicks and subject to the minimum quantity of gold to be maintained in the GIA via CIMB Clicks as prescribed by the Bank. In the event of the sale of all my gold in the GIA via CIMB Clicks, the GIA via CIMB Clicks shall be closed.

13.1.8 That no gold bullion of any kind shall be delivered to the Bank physically for deposit into my GIA via CIMB Clicks and the Bank shall be entitled to reject such deposit.

13.1.9 Except for the gold in my GIA via CIMB Clicks, the Bank shall not be under any duty to purchase from me and shall be entitled to reject any offer for sale by me of any gold whether of the same fineness or of any other kind.

13.1.10 I shall be responsible for any taxes or levies payable on the GIA via CIMB Clicks or for the gold purchased and/or sold under the GIA via CIMB Clicks.

13.1.11 The Bank shall at any time, at its discretion suspend operation of the GIA via CIMB Clicks without any prior notice and without having to assign any reason whatsoever if the Bank suspects that the GIA via CIMB Clicks is being used for any illegal purposes whatsoever.

13.1.12 I shall ensure compliance at all times 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 I recognize and understand that the GIA via CIMB Clicks is not a principal protected product nor an interest bearing account and is not insured by Perbadanan Insurans Deposit Malaysia.

13.1.14 The Bank shall not be responsible for any delay or omission in carrying out any of my instructions to purchase and/or sell gold.

14. DEATH OR INCAPACITY OF CUSTOMER

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

15. INDEMNITY AND LIMITATION OF LIABILITY

15.1 The Bank shall not be responsible for and I hereby agree and undertake to indemnify and keep indemnified the Bank and hold the Bank harmless against all losses, costs, and expenses which may be incurred by me 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 GIA via CIMB Clicks or in respect of the Bank's execution of any instructions for the sale or purchase held in connection therewith (notwithstanding such instructions may be fraudulent or unauthorised) unless they arise from and are caused directly by the Bank's gross negligence or willful default.

16. CLOSURE OF GIA VIA CIMB CLICKS

16.1 In the event I wish to close the GIA via CIMB Clicks, I am entitled to do so by selling all the gold therein to the Bank at the buying price as shall be quoted by the Bank at the time of such sale and all proceeds of sale therefrom shall be paid to me in Malaysian Ringgit by crediting the Designated Affiliate Account.

16.2 I acknowledge and agree that the GIA via CIMB Clicks can be closed only by me requesting for the closure in person at the Bank's branch. Valid passport/MyKad/death certificate or any identification documents as per Bank's record must be presented for closure of the GIA via CIMB Clicks. I shall comply with all the Bank's prevailing requirements, for the closure of the GIA via CIMB Clicks stated herein and/or which may be prescribed by the Bank from time to time (after fourteen (14) calendar days prior notice is given to you by the Bank).

16.3 The GIA via CIMB Clicks will be considered closed if it appears in the Bank's book as having a zero or nil balance or by operation of law.

16.4 I shall comply with all the Bank's requirements, if any, for the closure of the GIA via CIMB Clicks. The Bank may impose a service charge for closing the GIA via CIMB Clicks.

16.5 The Bank reserves the right to close the GIA via CIMB Clicks at the absolute discretion of the Bank, without the necessity to give any reasons, by giving notice to me. In the event that there is any gold in the GIA via CIMB Clicks, I hereby irrevocably authorize the Bank to sell the said gold in such manner and upon such terms and conditions as the Bank shall deem fit. The proceeds of the sale shall be credited into the Designated Affiliate Account. The Bank shall not be 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 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 on any account whatsoever.

17. BANK CHARGES

17.1 I hereby agree and undertake to pay to the Bank all such service or transaction charges in respect of or in connection with the GIA via CIMB Clicks in accordance with the prevailing practice of the Bank and such service or transaction charges shall be debited from my Designated Affiliate Account and/or any other account maintained by me with the Bank without prior notice. In the event of any change in fees and charges applicable to the GIA via CIMB Clicks, notification of such change shall be communicated to me at least twenty one (21) calendar days prior to the effective date of change..

17.2 For this purpose, I shall make good the payment of such charges by ensuring that there are sufficient funds in my Designated Affiliate Account or other account at all times for the Bank to debit.

17.3 The Bank is authorized to debit my Designated Affiliate Account for the annual service fee of Ringgit Malaysia Five(RM5.00) or such other amount as the Bank may determine from time to time (after fourteen (14) calendar days prior notice is given to you by the Bank), which service fee is payable on the first day and the first month of the following calendar year i.e. 1st January if the gold balance in the GIA via CIMB Clicks as at 31 December is below 5 grams or such other minimum quantity of gold that the Bank may prescribe from time to time (after fourteen (14) calendar days prior notice is given to you by the Bank).

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 without notice to me, to

combine and consolidate all or any of my account(s) (including but not limited to any overdraft, loan, current, savings, fixed deposit and GIA via CIMB Clicks accounts) maintained with the Bank now or hereafter and/or set-off and/or transfer any monies, rights, interests and/or liabilities owing by me to the Bank in or under any one or more of such accounts, in or towards satisfaction of any liabilities owing by me 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.

18.2 It shall be lawful for the Bank at anytime without notice to me and without obtaining my consent or concurrence to sell the gold, or any part thereof, in the GIA via CIMB Clicks 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. The Bank shall 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 expressly and irrevocably agree that the judgment 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 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 GIA via CIMB Clicks account holders at least 7 calendar days notice on the Bank's intention to combine and consolidate all or any of my account(s) or to exercise any right of set off or to sell the gold in the GIA via CIMB Clicks for purposes of satisfaction of any debit balance and/or liabilities owing by me to the Bank on any of my loan accounts.

19. BANK'S RIGHT TO EARMARK GIA VIA CIMB CLICKS AS SECURITY

19.1 In addition and without prejudice to Clause 18 hereinabove, I hereby agree that the Bank shall be at liberty and is hereby irrevocably authorized by me to withhold and/or earmark from time to time without my prior knowledge or consent, so much of the gold for the time being recorded in my GIA via CIMB Clicks 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 to the Bank on any other account or accounts howsoever (whether actual or contingent, joint or several) if I shall fail to pay to the Bank any amount due but unpaid by me to the Bank as demanded, and/or pursuant to any Court Order or directive binding on the Bank.

20. FREEZING OF THE GIA VIA CIMB CLICKS

20.1 Without prejudice to and not in derogation of any other rights which the Bank may exercise to freeze the GIA via CIMB Clicks at any time pursuant to or by virtue of any laws, court orders, regulations and/or enactments, the Bank shall be entitled at any time, at its sole and absolute discretion and

without any prior notice, refrain from effecting or carrying out any instruction or transaction under the GIA via CIMB Clicks including but not limited to any one or more or all of the following (a) purchase of any gold under or into the GIA via CIMB Clicks; (b) sale of any gold under or out of the GIA via CIMB Clicks ("Freezing of the GIA via CIMB Clicks") upon the occurrence of any one of the following events:-

(a) the Bank being notified that I 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 ("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 GIA via CIMB Clicks as abovementioned 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 GIA via CIMB Clicks 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 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 GIA via CIMB Clicks;

(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 GIA via CIMB Clicks or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the GIA via CIMB Clicks.

20.3 In freezing the GIA via CIMB Clicks pursuant to the terms and conditions herein, I agree that the Bank shall 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 or by any other person based on whatsoever grounds. In connection therewith, I 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 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 GIA via CIMB Clicks herein or should the Bank before or after the Freezing of the GIA via CIMB Clicks commence any suit including but not limited to any interpleader proceedings against any party including me 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.

20.5 In so acting pursuant to any terms, conditions and provisions herein, I 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 GIA via CIMB Clicks 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 Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by me; and (ii) require my express consent for disclosure of information to third parties for the stated purposes, I hereby agree and authorise the Bank to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to me, my affairs and/or any accounts maintained by me with the Bank for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers.

22.2 Further, in the event of my death, the Bank is hereby authorized to disclose my account information to 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 next of kin in relation to any applications for grant of probate or letters of administration.

22.3 Disclosure to Group Companies shall be for facilitating the operations, businesses, 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 by contacting the Bank at 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. 22.4 Further, where the Bank intends to share my information (excluding information relating to my affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank shall ensure that consent from you has been obtained. Where I have given consent for the disclosure of my information to third parties for

marketing, promotional and strategic alliances purposes, I hereby further agree that all marketing, promotional materials and any other documents relating to the same may be sent to me via: post, e-mail, short messaging system (SMS) or telephone as "choice of notification".

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

22.6 Not in derogation of the foregoing and based on my existing mailing address(es), e-mail address(es), telephone number(s) and or any of my other contact particulars deposited or recorded with the Bank, the Bank is hereby irrevocably authorized (but not obliged) to contact and/or notify me 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 the GIA via CIMB Clicks 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.

22.7 I hereby acknowledge that I have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB branches as well as at the CIMB website at www.cimbbank.com.my or has otherwise made available to me) and confirm my agreement to the same.

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 shall at its sole discretion, be entitled for any reason whatsoever (i) not to accept any instruction for sale or purchase of gold and/or (ii) to quote any 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 Notices to me by the Bank of whatever nature may at the option of the Bank be communicated to me through any one (1) of the following means:-

(i) by way of a single publication in one or more newspaper of the Bank's choice; and/or

(ii) by ordinary post to my address in the Bank's record; and/or

(iii) by short messaging service (SMS) to my mobile number in the Bank's record or electronic mail to my e-mail address in the Bank's record; and/or

(iv) by way of posting a notice in the Bank's banking halls and/or on the Bank's website.

24.2 The communication made by the Bank hereunder shall be deemed to have been received or communicated to me:-

(i) on the date of first publication in any newspaper of the Bank's choice if communication is effected by the Bank in accordance with the provisions of Clause 24.1(i) above; and/or

(ii) three (3) calendar days after the date of posting of the notice to me by ordinary post if communication is made or effected by the Bank in accordance with the provisions of Clause 24.1(ii) above; and/or

(iii) on the date the notice is sent by SMS or electronic mail to me in accordance with the provisions of Clause 24.1(iii) above; and/or

(iv) on the date of posting the notice in the Bank's banking hall and/or on the Bank's website.

24.3 At the election of the Bank, all court documents to be served on me within and outside the jurisdiction of the High Court of Malaysia may be served on me by post.

25. ADDRESS AND PARTICULARS

25.1 I agree to immediately notify the Bank in writing of any change of address, e-mail address, signature and/or other particulars recorded with the Bank. Otherwise, the Bank shall be entitled to rely on the same last registered address, e-mail address and particulars with the Bank as true and accurate.

26. RECORD OF ENTRIES IN BANK'S RECORD

26.1 Subject to Clause 26.2 below, I acknowledge that the Bank shall record entries of all transactions effected by me under the GIA via CIMB Clicks and I shall be required to review the transactions recorded in the online transaction history and immediately notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized transactions/entries. Should I fail to inform the Bank of any errors, irregularities, discrepancies, claims or unauthorized transactions/entries in the online transaction history within 14 days from the date such transactions/entries are updated into my GIA via CIMB Clicks, I shall be deemed to have accepted all the transactions/entries contained in the GIA via CIMB Clicks as true and accurate in all respects.

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

27. INTERPRETATION

27.1 In construing this Agreement and the terms and conditions stipulated herein, 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 hereby agree that the Bank reserves the right at any time and from time to time upon giving 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, the Bank's standard forms provided via CIMB Clicks, the Bank's Terms of Access governing your use of CIMB Clicks and the CIMB Clicks Internet Banking Agreement. Any such variations, additions, deletions, modification or amendments ("the Amendment") shall be binding on me and be deemed to be brought to my attention as provided for in Clause 24 above. 28.2 In addition to the terms and conditions of the Bank, the operation of the GIA via CIMB Clicks shall be governed by and be subject to the rules, regulations and guidelines issued by Bank Negara Malaysia, and other relevant bodies or associations whether or not such rules, regulations and guidelines have the force of law.

29. GOVERNING LAW AND JURISDICTION

29.1 The Laws of Malaysia shall govern and be applicable to this Agreement, the GIA via CIMB Clicks 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.

30. COMPLAINTS HANDLING

30.1 In the event of complaint relating to this Agreement, a note may be lodged with the respective CIMB centre or branch at which the GIA via CIMB Clicks is maintained. Should the explanation or resolution provided by the CIMB Centre or branch not be satisfactory, the Bank's Customer Resolution Department 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.