OCBC FLASH

TERMS AND CONDITIONS – OCBC FLASH CAMPAIGN

Duration

- 1. OCBC Bank (Malaysia) Berhad ("OCBC Bank") and OCBC Al-Amin Bank Berhad ("OCBC Al-Amin") (collectively referred to as OCBC) present the "OCBC FLASH" campaign for:-
 - (a) Singapore Dollar (SGD) transfer to Singapore (the "SGD Campaign") which runs from 1 January to 31 December 2024 ("Campaign Period" which expression will be construed to refer to the period stated in this clause 1(a) in respect of telegraphic transfers in SGD to Singapore).
 - (b) RENMINBI (CNH/CNY) transfer to China (the "**RENMINBI Campaign**") which runs from <u>1 January to 31 December 2024</u> ("Campaign Period" which expression will be construed to refer to the period stated in this clause 1(b) in respect of telegraphic transfers in CNH/CNY to China).

Both SGD Campaign and RENMINBI Campaign are collectively referred to as "Campaign".

Eligibility

2. This Campaign is open to all corporate customers who have an account with OCBC Bank and/or OCBC Al-Amin, except for customers who carry on any of the money services businesses as defined in Money Services Business Act 2011 (a customer who is eligible is referred to as an "Eligible Customer").

Campaign Mechanics

- 3. An Eligible Customer who fulfills the conditions below is eligible to enjoy the promotional flat fee rates set out in clause 4 below ("Promotional Rates"):
 - (a) perform telegraphic transfers ("TT") in SGD to Singapore and/or CNH/CNY to Mainland China within the Campaign Period (as defined in clause 1 above);
 - (b) perform the TT via OCBC Velocity or OCBC Malaysia Business Mobile Banking platform; and
 - (c) select to pay for the TT charges by the Eligible Customer i.e. "Applicant (OUR)". See Explanation Note below.

Explanation Note for clause 3(c). TT via OCBC Velocity and OCBC Malaysia Business Mobile Banking will require the Eligible Customer to instruct on the payment of charges imposed by OCBC Malaysia and other banks. The Eligible Customer must select the charges to be paid by "Applicant (OUR)", meaning the charges will be paid by Eligible Customer. If the Eligible Customer selects the charges to be paid by "Beneficiary (BEN)" or "Shared (SHA)", then the Promotional Rates do not apply and Normal Rates will apply instead. See Table 1 and clause 4 below.

OCBC FLASH

4. Table 1 below sets out the Promotional Rates which apply to each TT in SGD or CNH/CNY respectively which fully complies with these Campaign terms and conditions. If a TT does not fulfill any of these Campaign terms and conditions, the corresponding Normal Rates apply to the TT. For clarity, Table 1 below only sets out the Normal Rates for TT in SGD and CNH/CNY for comparison, TT in other currencies are outside the scope of this Campaign. The rates and charges for TT in other currencies may be obtained from OCBC separately.

Table 1

TT Particulars	Promotional Rates	Normal Rates*
TT in SGD to Singapore	RM10	RM85
TT in CNH/CNY to Mainland China	RM30	RM100

^{*}These are the Normal Rates as at 28 March 2022 and may be revised by OCBC from time to time by giving advance notice. The latest rates may be obtained from Fees & Charges page.

- 5. If the Eligible Customer instructs/authorizes to debit its account:
 - (a) denominated in any currency other than SGD to pay for a TT in SGD; or
 - (b) denominated in any currency other than CNH/CNY to pay for a TT in CNH/CNY respectively,

then there will be currency conversions and the Eligible Customer will incur foreign currency exchange rates ("FX rates"). The Eligible Customer can enjoy a promotional FX rate by using the promotional code "OCBCBEST" ("Promo Code") by selecting "FX Contracts" when performing a TT. An Eligible Customer also can book FX contract via FX Online platform on OCBC Velocity and OCBC Malaysia Business Mobile Banking platform for promotional FX rate and there are no minimum booking amount requirements.

<u>General</u>

- 6. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to OCBC processing the Eligible Customer's information for purposes of the Campaign.
- 7. The Eligible Customer represents and warrants to OCBC that the source(s) of funds for the funds transfer request is lawful under the laws and regulations (including the foreign exchange administration rules) of all relevant jurisdictions and will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.
- 8. The Eligible Customer acknowledges and agrees that for execution of the transfer request, OCBC may require additional information for processing or authentication of any transfer request. OCBC may act solely on the basis of identifying numbers (eg.

OCBC FLASH

Account numbers) of the Eligible Customer, recipient and recipient's bank, whether or not the Eligible Customer has accurately provided the names of such persons. OCBC shall have no duty to independently verify any numbers or names. The transfer request shall be made as per the mandate in debiting account(s) of the Eligible Customer.

- The Eligible Customer acknowledges and agrees that OCBC will not send any notification to advise or confirm executed transfer request as well as rejected or unsuccessful transfer request.
- 10. The Eligible Customer agrees that OCBC will process the transfer request in accordance with OCBC's established and regular business practices, procedures and policies. The processing of any transfer request shall also be subject to the terms and conditions, procedures, approval, action and/or co-operation of third parties (including but not limited to intermediary/agent bank(s) and/or beneficiary bank(s) located within or outside Malaysia, collectively referred to as "Third Parties"). OCBC may decline any transfer request which in OCBC's opinion may contradict any laws, rules, regulatory or policy requirements, internal or external. The Third Parties may decline any transfer request on such grounds deemed fit by the Third Parties and the Eligible Customer acknowledges that OCBC has no control whatsoever over and shall not be liable for such Third Parties' acts or omissions.
- 11. Once a transfer request is accepted by OCBC, cancellation of or amendment to the transfer request is not allowed. OCBC shall not be liable for any loss, cost or expense suffered by the Eligible Customer if OCBC does not or is unable to cancel or amend the transfer request.
- 12. In no event shall the Bank be liable for any loss of business, loss of profits, earnings or goodwill, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by the Bank.
- 13. OCBC reserves the right to review, add, alter, vary and modify any or all these Terms and Conditions at any time and from time to time with prior notice to customers. Notice of such variation of the Terms and Conditions or suspension or termination of the Campaign is considered as duly given by posting a general notice in any of OCBC Bank/ OCBC Al-Amin branches or websites and the notice will take effect from the date set out in the notice.
- 14. These Terms and Conditions shall be governed by Malaysian laws and the parties submit to the exclusive jurisdiction of Malaysia courts.