

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

New Membership Criteria

Extension of Rewards & Privileges

- 1. CGS-CIMB Securities World Traders Club ("WTC") ("Membership") is by way of invitation from CGS-CIMB Securities Sdn. Bhd. ("CGS-CIMB") to existing or new individual retail stock broking clients who trade on the equities markets and maintain conventional or islamic equities trading accounts or share margin financing accounts with CGS-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 CGS-CIMB from time to time.
- 2. The acceptance and continuance of the Membership will be entirely at the discretion of CGS-CIMB. CGS-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 at any time.

Membership Tier and Gross Brokerage Requirement

3. The table below illustrates the membership tier and the respective minimum gross brokerage amount that the Client must generate through the Accounts within twelve (12) consecutive months or such other amount as CGS-CIMB may determine from time to time ("Minimum Gross Brokerage Requirement") before the Membership may be offered to the Client by CGS-CIMB and for the continuance of the Membership.

Tier	Minimum Gross Brokerage Amount (RM) per annum
Gold	RM 50,000 – RM 99,999
Platinum	RM 100,000 and above

- 4. For Clients who have generated the Minimum Gross Brokerage Requirement with other brokers and are new retail clients of CGS-CIMB ("New to CGS-CIMB Clients"), the statement of accounts with such other brokers must be provided to CGS-CIMB as proof that the Minimum Gross Brokerage Requirement has been met. In addition to this, New to CGS-CIMB Clients must have a valid CGS-CIMB Trading Account/Margin Trading Account at the time of the application in order for the Clients to enjoy the Rewards & Privileges offered. Notwithstanding anything stated in this Terms and Conditions and if the New to CGS-CIMB Clients meets the Minimum Gross Brokerage Requirement, the acceptance of the New to CGS-CIMB Clients as a member of WTC is at the sole discretion of CGS-CIMB.
- 5. Upon being accepted as a member ("Join Date"), the Client must continue to generate the relevant minimum Gross Brokerage Amount for the respective membership tier through the Accounts or such other amount as CGS-CIMB may determine from time to time ("Annual Gross Brokerage Requirement") to continue to be a member ("Annual Membership Review"). The period for the calculation of the Annual Gross Brokerage Requirement shall be on the basis of a 12-month period, starting from the Join Date and shall restart on the anniversary of the Join Date for every succeeding year.



- 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 CGS-CIMB for the calculation of the Minimum Gross Brokerage Requirement and the Annual Gross Brokerage Requirement.
- 7. Notwithstanding the above, CGS-CIMB may change, add, amend or vary the criteria to qualify for the Membership at its discretion.

Eliaibility

- 8. The following shall not be eligible to join the Membership:
 - a. Institutional and/or corporate clients;
 - b. Private Banking clients of CIMB Investment Bank Berhad that trade with CGS-CIMB;
 - Permanent and/or contract employees of CGS-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. Any other persons/entities as may be determined by CGS-CIMB from time to time.

Rewards & Privileges Offered

9. The rewards & privileges offered are as follows to the members (save for New to CGS-CIMB Clients): -

9.1 General Rewards & Privileges (applicable to both Gold and Platinum membership)

No.	Rewards & Privileges	Details
1	CIMB Credit Card Bonus Points ("Bonus Point")	To receive the Bonus Points, the Client must own a CIMB Bank Berhad/CIMB Islamic Bank Berhad credit card with a bonus points feature.
		Note: Application for a new CIMB Bank/CIMB Islamic Bank credit card is subject to CIMB Bank/CIMB Islamic Bank's approval.
		Entitled to:-
		 a) 1 Bonus Point for every ringgit (RM1) of gross brokerage generated via trading of shares on Bursa Malaysia Securities Berhad ("Bursa""); and
		b) 2 Bonus Point for every ringgit (RM1) of gross brokerage generated via trading of shares on a Recognized Stock Exchange ("Foreign Stock Exchange").
		c) Bonus points will be capped at 500,000 points per annum during the membership tenure.

9.2 Exclusive to Gold Membership

No.	Rewards & Privileges	Details
1	CGS-CIMB iTradePro	Waiver on the subscription fee of the CGS-CIMB iTradePro trading
		terminal for the duration the Client remains a gold member of the WTC.



2	Bursa Malaysia Real	Waiver on the subscription fee for Bursa Malaysia Real Time
	Time Market Data (5	Market Data
	Market Depth)	
3	Birthday Gift	Entitled to a RM400.00 shopping voucher
		i. Upon acceptance to the Membership and;
		ii. Subsequently, to be given on the Client's birthday month,
		subject to the Client's cumulative brokerage for the past 12
		months prior to the Client's current birthday meets the
		Minimum Gross Brokerage Requirement

9.3 Exclusive to Platinum Membership

No.	Rewards & Privileges	Details
1	CGS-CIMB iTradePro	Waiver on the subscription fee of the CGS-CIMB iTradePro trading
		terminal for the duration the Client remains a platinum member of WTC.
2	Bursa Malaysia Real Time Market Data (5 Market Depth)	Waiver on the subscription fee to Bursa Malaysia Real Time Market Data
3	Cross Border Real Time Market Data	Waiver on the subscription fee to CGS-CIMB's Real Time Market Data of up to three (3) Foreign Stock Exchanges for the duration the Client remains a platinum member of WTC For NYSE & NYSE MKT LLC and NASDAQ Market, this is only applicable for non-professional subscription.
4	Petrol card	 Entitled to a RM1,200.00 petrol card upon acceptance to membership and; Subsequently, to be given on an annual basis on the 4th quarter of the Membership year, subject to meeting the Annual Minimum Gross Brokerage Requirement.
5	Birthday Gift	 Entitled to a RM600.00 shopping voucher i. Upon acceptance to membership and; ii. Subsequently, to be given on the Client's birthday month, subject to the Client's cumulative brokerage for the past 12 months prior to the Client's current birthday meets the Minimum Gross Brokerage Requirement
6	Gadget & Gizmo Voucher	Entitled to a voucher worth RM 2,000.00 for the purchase of a smart phone or a tablet on the last day of the 4 th quarter of every two (2) years from the Join Date, subject to Client having met the Annual Minimum Gross Brokerage Requirement
7	Travel/Shopping Voucher	Entitled to a voucher worth RM 2,000.00 on the last day of the 4 th quarter of every two (2) years from the Join Date, subject to meeting the Annual Minimum Gross Brokerage Requirement.



10. The following Rewards & Privileges will be extended to New to CGS-CIMB Clients who have fulfilled Clause 4 above:

No	D. Rewards & Privileges	Details
1	Bursa Malaysia Real	Waiver on the subscription fee to Bursa Malaysia Real Time
	Time Market Data (5	Market Data
	Market Depth)	

- 11. Pursuant to Clause 10, New to CGS-CIMB Clients will be monitored for a 12-month period from the Join Date ("Monitoring Period"), whereby if the New to CGS-CIMB Client meets the Annual Gross Brokerage Requirement, the New to CGS-CIMB Client will be upgraded to either gold or platinum level based on the Minimum Gross Brokerage Requirement during the Monitoring Period and shall be subject to the same requirements and privileges of the Gold or platinum Membership.
- 12. The Client shall be responsible to pay any taxes (including but not limited to services tax, incidental cost and/or any other charges relating to any of the Rewards and Privileges unless stated otherwise. CGS-CIMB shall not be held liable for any taxes (including but not limited to service tax, incidental cost, charges and/or damage) caused by any of the Rewards and Privileges and/or non-fulfillment by any of its agents/distributors.

Membership Review

- 13. Termination of Membership
- 13.1 During the Annual Membership Review, the Membership shall be terminated if the Client fails to generate or maintain the Annual Minimum Gross Brokerage Requirement, subject to Clause 14 below. Upon termination of the Membership, the Client shall not be entitled to the Rewards & Privileges granted with the Membership.
- 13.2 The Membership may also be terminated upon:
 - a) the Client giving written notice to CGS-CIMB to terminate the Membership;
 - b) the death or insanity of the Client;
 - c) the Client commits an act of bankruptcy; or
 - d) any change in law or regulation which makes it impossible or unlawful for CGS-CIMB to continue to make the Membership or Rewards & Privileges available.
- 13.3 CGS-CIMB further reserves the right at its sole and absolute discretion at any time to terminate, cancel, amend, modify, revise, restrict or suspend the Membership or all or any parts of the Rewards & Privileges made available to the Client upon giving adequate notice with 21 calendar days' notice to Client. For the avoidance of doubt, any termination, cancellation, amendment, modification, revision, restriction or suspension of all or any of the Rewards & Privileges shall not entitle the Client to any claim or compensationagainst CGS-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
- 13.4 Notwithstanding the above, CGS-CIMB reserves the right to suspend or terminate the Membership or any or all of the Rewards and Privileges at any time upon giving notice to the Client without incurring any liability to the Client.



- 13.5 Upon the termination of the Membership, the Client shall cease to use the same Membership and hereby agrees that CGS-CIMB shall have the right to charge the Client such levies, charges or fees determined by CGS-CIMB upon giving adequate notice, with respect of the continued usage of any Rewards and Privileges by the Client notwithstanding the said termination.
- 13.6 CGS-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 the Membership or all or any parts of the Rewards and Privileges made available by CGS-CIMB to the Client.

14. Upgrading and Downgrading of Membership

During the Annual Membership Review, the Client's Membership status may be upgraded, downgraded or terminated, based on the Annual Gross Brokerage Requirement generated during the Annual Membership Review period.

If the Client achieves the higher tier of the Minimum Gross Brokerage Amount during the Annual Membership Review, the Client shall be automatically upgraded to the higher tier of Membership.

If a Platinum tier Client is not able to meet the Annual Gross Brokerage Amount for the Platinum tier during the Annual Membership Review, the Client will be given a grace period of 12 months to generate the Annual Minimum Gross Brokerage Requirement for a Platinum Membership ("**Grace Period**"), whereby the Membership of the Client during the Grace Period shall be downgraded as follows:

- a) If a Platinum tier Client had generated the gross brokerage between RM 50,000 and RM 99,999 in Annual Gross Brokerage Amount by the Annual Membership Review, during the Grace Period, the Client will be entitled only to the following Rewards and Privileges: subscription to (i) CGS-CIMB iTrade Pro, (ii) Bursa Malaysia Real Time Market Data (5 Market Depth); and (iii) Cross Border Real Time Market Data. All other Rewards and Privileges provided to Platinum tier Clients will be suspended during the Grace Period.
- b) If a Platinum tier Client had generated the gross brokerage of less than RM 50,000 in Annual Gross Brokerage Amount by the Annual Membership Review, the Client will not be entitled to any Rewards and Privileges during the Grace Period.

After the Grace Period:

- c) if the relevant Client had generated the Annual Gross Brokerage Requirement for the Platinum tier during the Grace Period, the Client's Membership will remain in the Platinum tier and the Client will enjoy all Rewards and Privileges for the Platinum tier;
- d) if the relevant Client had generated the Annual Gross Brokerage Requirement for the Gold Tier during the Grace Period, the Client's Membership will be downgraded to the Gold tier and the Client will enjoy all Rewards and Privileges for the Gold tier; and
- e) if the relevant Client did not generate the Annual Gross Brokerage Requirement for the Gold or Platinum Tier during the Grace Period, the Client's Membership shall be terminated.

For the avoidance of doubt, Gold tier Clients who do not meet the Annual Gross Brokerage Amount for the Gold or Platinum tier membership during their Annual Membership Review shall be subject to Clause 13.1, whereby their Membership shall automatically be terminated.



- 15. By agreeing to these Terms and Conditions, the Client is deemed to have read, understood and have agreed to be bound by these Terms & Conditions. All decisions of CGS-CIMB in relation to every aspect of the Membership are binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
- 16. CGS-CIMB may at its sole and absolute discretion from time to time vary, add to or amend the Terms and Conditions herein.
- 17. Notification to the Client in respect of any such variation, addition or amendment ("Amendment") shall be effected at CGS-CIMB's absolute discretion through any one of the following means of communication, namely, via CGS-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 CGS-CIMB. Upon the imposition, amendment, modification, supplemental and/or variation being posted by CGS-CIMB on the Website or being notified to the Client via the mail, notice of the same shall be deemed to have been effected at the time when the notice is posted on the Website and/or email notification or within three (3) days of mailing of the notice (as the case may be).
- 18. By the Client continuing to trade or give any order(s) for trade subsequent to the effective date of notice or continuing to maintain the Account with CGS-CIMB, the Client shall be deemed to have agreed to and accepted the new or amended, modified, supplemented and/or varied terms and conditions imposed by CGS-CIMB whereof these provisions shall be binding upon the Client from the date of posting. The relevant provisions of these terms and conditions shall thereafter be deemed to have been amended, modified, supplemented and/or varied accordingly and shall be read and construed as if such amendments, modification, supplements and/or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.
- 19. The Client acknowledges that the Membership is personal and non-transferable.
- 20. Time shall be of the essence herein but CGS-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 CGS-CIMB's rights to subsequently act strictly in accordance therewith.
- 21. In no event (to the extent permitted by law) will CGS-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 CGS-CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 22. These Terms and Conditions shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of CGS-CIMB or any change in CGS-CIMB or any company by which the business of CGS-CIMB may for the time being is carried on and/or the Client's death.



- 23. 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.
- 24. 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 CGS-CIMB, including but not limited to the General Terms and Conditions and Risk Disclosure Statement.
- 25. None of the Rewards & Privileges 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.
- 26. Notifications to CGS-CIMB must be made to the following address (or bearing such other address which CGS-CIMB may change by sending a notification to the Clients):-

Address : CGS-CIMB Securities Sdn. Bhd.

Level 12 & 29, Menara Bumiputera-Commerce,

No. 11, Jalan Raja Laut,

50350 Kuala Lumpur, Wilayah Persekutuan.

- 27. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Client in any court in any jurisdiction.
- 28. For enquiries, the Client may visit any of CGS-CIMB's branches nationwide, or contact CGS-CIMB at 03-2635 8686 or email CGS-CIMB at customerservice.my@cgs-cimb.com.