

## Terms and Conditions (T & C)

### 1.0 M EXPLORE REFERRAL AGENT PROGRAMME REGISTRATION FORM

1.1 M EXPLORE Referral Agent Programme (“the Programme”) is organised by MBSB Bank Berhad (Registration No. 200501033981 [716122-P]) (hereinafter referred to as “the Bank”) and shall be subject to the Terms and Conditions herein. By participating in this Programme, the Individual and Non-Individual Referral Agent (“the Referral Agent”) hereby expressly agree to be bound by these Terms and Conditions and that any decisions made by the Bank in respect of the Programme shall be final and binding.

### 2.0 ELIGIBILITY CRITERIA

#### 2.1 INDIVIDUAL REFERRAL AGENT

- i. Must be a Malaysian citizen
- ii. Must attain 18 years and above
- iii. The Referral Agent is required to open a savings account or current account with the Bank (“Referral Agent’s MBSB Bank CASA-i”) for the purpose of payment of the Programme Incentive.
- iv. The Referral Agent will have to perform the Programme registration before giving any leads (“Potential Customer”) to the Bank. The registration documents required to be provided by the Individual Referral Agent to the Bank are as follows:
  - Copy of Referral Agent’s NRIC
  - Duly completed M EXPLORE Referral Agent Programme Registration Form and to be signed by authorized MBSB Bank personnel
  - Duly completed M EXPLORE Referral Agent Programme Consent Form
- v. For each Potential Customer(s) referred, the Referral Agent is required to submit a duly completed M EXPLORE Referral Agent Programme Consent Form to any of the Bank’s Sales Personnel.
- vi. The Forms can be obtained from any of the Bank’s branches or Personal Financing-i Sales Personnel.

#### 2.2 NON-INDIVIDUAL REFERRAL AGENT

- i. Non-Individual Referral Agent must be a body Incorporated/registered with Companies Commission Malaysia, Government Agencies and various private sectors, Partnerships, Society, Association, Corporations, Corporative, Clubs and etc.
- ii. The Referral Agent is required to open a savings account or current account with the Bank (“Referral Agent’s MBSB Bank CASA-i”) for the purpose of payment of the Programme Incentive.
- iii. The Referral Agent will have to perform the Programme registration before giving any leads (“Potential Customer”) to the Bank. The registration documents required to be provided by the Non-Individual Referral Agent to the Bank are as follows:
  - Appointment Letter of Authorised Signatories
  - Copy of NRIC Authorised Signatories
  - Duly completed M EXPLORE Referral Agent Programme Registration Form and to be signed by authorized MBSB Bank personnel
  - Duly completed M EXPLORE Referral Agent Programme Consent Form
- iv. For each Potential Customer(s) referred, the Referral Agent is required to submit a duly completed M EXPLORE Referral Agent Programme Consent Form to any of the Bank’s Sales Personnel.
- v. The Forms can be obtained from any of the Bank’s branches or Personal Financing-i Sales Personnel.

### 3.0 PARTICIPATION

- 3.1 To participate into the Programme, the Referral Agent must refer his/her Potential Customer(s) by completing and submitting duly completed M EXPLORE Referral Programme Consent Form during the Campaign Period.
- 3.2 By completing and submitting M EXPLORE Referral Programme Consent Form, the Referral Agent represents, undertakes and confirms to the Bank the following:
- i. The Referral Agent has obtained express consent from the Potential Customer(s) to disclose his/her name and contact details to the Bank;
  - ii. The Referral Agent has confirmed that the Potential Customer(s) has no objections to the Bank contacting them for the purpose of the Programme;
  - iii. The Referral Agent agrees and consent for his/her name to be disclosed to the Potential Customer(s) for the purpose of the Programme.
- 3.3 In the event that the Potential Customer(s) name is introduced by more than one (1) Referral Agent(s) or there is a duplication in submission of the Potential Customer(s)'s information in the Programme, the first who submits the Potential Customer(s)' information will get the Programme Incentive, determined by date and time, first come first serve basis.
- 3.4 Upon successful registration, the Referral Agent is subjected to refer the Potential Customer(s) to the Introducer. The term ("the Introducer") refers to the person who signed at "For Bank Use" column. In the event the Introducer is a Branch Manager or Sales Manager, the respective Branch Manager or Sales Manager is responsible, to identify and assign one (1) designated Financial Advisor for that respective Referral Agent.

### 4.0 THE PROGRAMME INCENTIVE

- 4.1 The rate of the Programme Incentive payable is 0.7% (inclusive of any government tax, if applicable) or any other rate determined by the Bank, of the disbursed Personal Financing-i amount, rounded down to the nearest Ringgit Malaysia.

Eg:

Financing Amount Disbursed (RM)	Total Incentive Received (RM)
400,000	2,800

- 4.2 Payment of the Programme Incentive will be credited into the Referral Agent's MBSB Bank CASA-i in the next following month. The Referral Agent is responsible to ensure that the Referral Agent's MBSB Bank CASA-i is active for purposes of the Programme Incentive payment, failing which, the Programme Incentive will be forfeited.
- 4.3 No written notice will be provided by the Bank on the Programme Incentive payment. The Referral Agent is responsible to check with the Bank's Personal Financing-i Sales Personnel for the Programme Incentive payment status.

### 5.0 GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES AND FEES

- 1.1 All Incentive payments required to be paid by the Bank to the Referral Agent under this Terms and Conditions are inclusive of Tax. For the purposes of this Terms and Conditions, "Tax" shall mean any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, including, without limitation, any consumption tax and other taxes by whatever name called and penalties in respect thereof.

### 6.0 GENERAL

- 6.1 The Referral Agent hereby agrees: -
- i. To only introduce the Potential Customer(s) to the Bank;
  - ii. To exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to the Bank;

- iii. To comply with all applicable laws, rules and regulations related to the sales, marketing, distributing, and promoting PF-i Products;
  - iv. To obtain the Potential Customer(s)'s consent to disclose his or her personal data such as name and contact number(s) to contact them;
  - v. The Bank to contact the Potential Customer(s) regarding any information in M EXPLORE Referral Programme Consent Form via any mode of communication; and
  - vi. The Bank to mention the Referral Agent(s)' name in the event the Potential Customer(s) enquires about the source of reference.
- 6.2 Further, the Referral Agent is not authorized to, and the Referral Agent shall not:-
  - i. At any time conduct any sales process for himself or herself on behalf of the Bank;
  - ii. Enter into any commitment or contract on behalf of the Bank;
  - iii. Make any representation or offer, or to give any assurances, on behalf of the Bank to Potential Customer(s);
  - iv. Incur any liabilities on behalf of the Bank;
  - v. Sign any documents on behalf of the Bank;
  - vi. Receive any monies on behalf of of the Bank;
  - vii. Refer any MBSB Bank's document or advertisement without the Bank's specific written consent;
  - viii. Expressly offer products at rates or on terms other than those advised or published from time to time by the Bank except with the prior written consent by the Bank;
- 6.3 All information provided by the Referral Agent in relation to or for the purpose of the Programme must be accurate, true, current and complete. Failure to adhere to this requirement will lead to immediate disqualification of the Referral Agent from the Programme Incentive and the Referral Agent will cease to be entitled to any Incentive, whether after the disqualification or prior thereto.
- 6.4 Any Referral Agent who has committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank shall NOT be eligible for the Programme Incentive.
- 6.5 The Bank may use any of the following modes of communication to notify the Referral Agent in relation to this Programme: -
  - i. Individual notice by written notice or electronic means send to the Referral Agent' latest mailing address, email address, or short message service (SMS) maintained in the Bank's record;
  - ii. Press advertisements;
  - iii. Notice on the Bank's corporate website(s)
- 6.6 Any Referral Agent must not be an undischarged bankrupt. He/She should not have been involved in any criminal acts and/or acts of dishonesty. He/She should confirm and disclose these facts before appointment. Any non-disclosure or inaccurate disclosure of past conduct would be sufficient ground for termination.
- 6.7 The Campaign Reward is not transferrable and non-exchangeable in any kind. The bank shall not entertain any request from any of the Referral Agent or any other persons whomsoever to give away or change the Campaign Reward to any third (3rd) party.
- 6.8 The bank reserves the right to substitute the Campaign Reward with any item with similar value at any time with sufficient prior notice.
- 6.9 All decisions made by the Bank on any matters relating to the Programme Incentive will be final and binding on all Referral Agents. The Bank reserves the right at any time with fourteen (14) calendar days' prior notice to add, delete, suspend or vary any or all of the Terms and Conditions contained herein at the Bank's discretion by way of posting on MBSB Bank's website at [www.mbsbbank.com](http://www.mbsbbank.com) or in any manner deemed suitable by the Bank.
- 6.10 The Referral Agent agrees to access the Bank's website at regular intervals to view the Terms and Conditions and ensure to be kept up-to-date on any change or variation to the Terms and Conditions.