

## **Terms and Conditions for Digital Deposit Account**

Whereas I have opened Chill D Savings by CIMB Thai, Speed D Plus Savings by CIMB Thai (Speed D+), and/or Fixed D Deposit by CIMB Thai (collectively or individually referred to as the "Deposit Account") with CIMB Thai Bank Public Company Limited, hereinafter referred to as the "Bank," through CIMB THAI Application, I hereby agree to be bound by the following terms and conditions in using the aforementioned Digital Deposit Account:

### **General Terms and Conditions for Digital Deposit Account**

1. I acknowledge that I have the right to receive deposit interest at the Bank-announced rates and agree for the Bank to change the rates of interest, fees, service fees and expenses incurred with notice to me pursuant to criteria of the Bank of Thailand. In case that I have any credit facility debt payable to the Bank regardless of whether such debt has collateral or not, if it appears that I do not repay such debt to the Bank, I consent that the Bank is entitled to deduct money from all types of my account opened with the Bank to pay such debt with notice to me pursuant to the criteria of the Bank of Thailand. And in case I have any other debt such as any fees, service fees or expenses in connection with the use or maintenance of my deposit account, which I shall pay the Bank in accordance with the conditions and the criteria specified by the Bank, I agree and consent that the Bank is entitled to deduct money from all types of my account opened with the Bank to pay such debt immediately without any notice to me.

2. I agree and confirm that I have opened a deposit account for myself, and businesses related to me, and I will not allow any other individuals to conduct transactions through or access my deposit account in any manner. Furthermore, I will not use the deposit account for or engage it in any activities related to technology-related crimes or any other criminal offenses.

3. In the event that I have completed the Know Your Customer (KYC) process or identity verification through any third party or Identity Provider (IdP), I hereby confirm that all information provided to such third party or IdP for the purpose of KYC or identity verification is accurate and truthful. Should any third party or agency initiate legal action or claim damages, fines, or interest against the Bank due to inaccurate or false information I provided during the KYC or identity verification process, I agree to be fully liable for such damages, fines, interest, and any related legal expenses incurred by the Bank.

4. In case where I deposit, withdraw, transfer money of my deposit account, or ask for or request information or make any other transaction in connection with my deposit account through the Automatic Teller Machine (ATM), telephone, facsimile, communication equipment or other service channels provided by the Bank either automatically or semi-automatically from any other system of the Bank, I acknowledge and consent to comply with the rules and procedures for each service determined by the Bank, which may from time to time be amended by the Bank.

5. In case where the Bank has delivered any documents or letters by any means to my registered address, mailing address, or office address which were provided to the Bank upon the opening of my deposit account, I agree that it shall be deemed that the Bank has duly delivered or notified me. In case where I have changed my name, surname, occupation, registered address, mailing address, office address, email or telephone number. I shall promptly notify such change in writing to the Bank or through a channel as determined by the Bank. If I fail to do so, it shall be deemed the information earlier notified to the Bank is true and correct. I acknowledge that if I wish to change the information earlier notified to the Bank, such as email address, registered address, telephone number or any other information as required by the Bank, I can request for such change through (1) mobile application or any electronic channel services provided by the Bank (including but not limited to services through tablet off-premise or at CIMB Thai branch offices, etc.) (hereinafter referred to as “digital channels”); or (2) CIMB Thai branches; or (3) any other channels to be notified by the Bank. All cases shall comply with the conditions and procedures specified by the Bank.

6. I agree and authorize the Bank to disclose any information that I have provided to the Bank and/or information related to me and my business to the Bank’s parent company, subsidiaries, and related companies including branch offices (hereinafter referred to as “CIMB Group”) and directors, employees, contractors, representatives, business enablers, data processors, and professional consultants of CIMB Group; or state agencies and regulators having scope of power over any unit of CIMB Group, including the Bank’s business partners, or insurance companies as determined with the Bank. This disclosure is for the purpose of managing and/or monitoring risks related to the Bank and CIMB Group, compliance with relevant laws or regulations, use of products/services by the Bank or the CIMB Group, or any vendors of the Bank (including but not limited to the benefits offered under group personal accident insurance as specified in this agreement), and/or other purposes deemed appropriate by the Bank pursuant to relevant laws and regulations, whether the recipients of such information have business located in or outside Thailand. For the avoidance of doubt, the

information processed in accordance with this clause does not include personal data as defined in the Thailand Personal Data Protection Act B.E. 2562 (2019) and other rules and regulations issued thereunder (as amended).

7. I acknowledge that it is the Bank's responsibility to deduct the withholding tax and remit the tax amount to the Revenue Department. I also well understand that it is my duty to calculate and declare my annual income tax with accurate details. The Bank shall not be responsible for any mistake of my declaration of income tax in any case. In addition to the agreements specified herein, in the Form for Declaration of Status as U.S. Person or Non-U.S. Person, and terms of the Bank specified in the brochure, which is deemed an integral part of the application as received from the Bank, I hereby acknowledge the terms announced by the Bank either in public or other means, and I consent to be bound by such agreements or terms including all relevant traditional practice of the Bank, provided that I consent for the Bank to amend the agreements specified herein as well as the terms specified above by posting at the office of the Bank or notifying me by other means, and that I hereby agree to comply with such amended agreements or terms in all respects.

8. I acknowledge and understand that the Bank may cancel or change the kind or type of its deposit product any time without prior notice or consent from me, provided that the benefits from that new kind or type of deposit product are not inferior to the old one.

9. I agree that the Bank is authorized to reject or suspend any transaction in my Deposit Account, suspend deposit services, and/or close my Deposit Account immediately, until the Bank receives satisfactory confirmation of the legitimacy of the financial transaction, and provides reasonable notice in accordance with applicable laws and regulations.

This applies in cases where the Bank determines, or has reasonable grounds to suspect, that the Deposit Account or any transaction therein may be used in violation of laws, regulations, official orders, or inappropriately; or where such use contravenes any provision of these terms and conditions; or where the Bank finds that the personal or other information I have provided is false, duplicated with another customer's data, or otherwise non-compliant with the Bank's requirements; or where my conduct causes disruption or inconvenience to the Bank's services.

I further acknowledge and agree that the Bank is authorized to continue rejecting or suspending transactions in my Deposit Account until I provide the required evidence as specified by the Bank and/or comply with the Bank's requests. During such rejection or suspension, I agree not to claim any damages, interest, or compensation resulting from the Bank's actions.

If the Bank suspends deposit services and/or closes my Deposit Account under the above circumstances, and there remains any balance in the account, I agree and consent to the Bank holding such funds in a suspense account or managing them in any manner deemed appropriate by the Bank, until I present acceptable evidence to reclaim the funds. I waive any right to claim damages, interest, or compensation in connection with such actions and agree to comply fully with the Bank's terms and procedures.

In cases involving changes to product or service conditions pursuant to the Bank of Thailand's Market Conduct regulations, the Bank will notify customers in advance within a reasonable timeframe.

10. In case of deposit account opening, if no deposit is made within the date falling 30 days after the account opening date, such deposit account will be closed automatically without prior or further notice.

#### 11. Fixed Deposit

11.1 In case I deposit and request to receive interest rate and/or principal through Fixed Deposit account opening via Mobile Application. I agree to deposit money according to the conditions specified in the application form for opening a Digital Deposit account for individual customers.

11.2 I acknowledge that I must have at least one savings account or current account with the Bank to link with the Digital Fixed Deposit account for fund transfers, or allow the Bank to deduct funds for transfer into the Digital Fixed Deposit account in the minimum amount and the specified duration, and receive principal transfers, and/or monthly interest or upon maturity of the deposit term.

11.3 Upon maturity, if I do not withdraw funds from the Digital Fixed Deposit account, I consent for the Bank to continue depositing the aforementioned amount and/or interest of that amount into the same fixed deposit account, under the same conditions and duration as the original deposit term or conditions closely related to it, as announced by the Bank at that time, or as deemed appropriate by the Bank. An exception is made for customers who choose to receive monthly interest on the deposit; the interest will then be transferred to the savings account or current account linked to the Digital Fixed Deposit account according to the specified conditions, with the interest rate of the Digital Fixed Deposit account with no passbook under the normal plan as announced by the Bank and applicable on the date of renewal. In cases where there is a change from a special campaign to the normal plan, the interest payment shall be made upon the deposit Maturity date.

## 12. Fund transfer

12.1 The Bank shall transfer the money as per the instruction when the money has been deducted from my deposit account in an amount I want to transfer, or when the Bank has received cash or cheque to pay for the transfer, transfer fee, inter-region transfer fee and other expenses completely and correctly. The transfer shall be subject to the service conditions regarding date and time of service provision, maximum number of transactions and amount of money per day, and estimated turnaround time under the Bank's conditions as posted at the Bank's branch offices or on its website. The Bank may make any change with at least 30 days advance notice to me. If such change causes me additional expenses or liability, and I still continue using the service after the change, it shall be deemed that I accept the changed terms and conditions.

12.2 In every transfer transaction, I shall receive a transaction receipt in a paper or electronic form as transfer evidence. I agree that, if I have found any service mistake or would like to inquire about the account movement, I shall notify the Bank immediately with information about date and time of transaction, name and number of the main account, transferor and transferee account numbers, service type, transferred amount, my name and contact information and those of the person who reports such mistake, as well as any other relevant information as deemed appropriate. The Bank shall complete investigation and rectification within 30 days from the day the Bank is notified and shall inform me of the investigation result within seven days from the day the investigation result is known by the Bank.

12.3 I acknowledge that, in the money transfer service, the Bank shall be liable for any damage directly occurred from the Bank's non-compliance with the transfer instruction causing me unable to transfer money, receive the transferred money, or the Bank's wrongfully processing money transfer which is not my mistake. The Bank is entitled to refuse providing service and shall not be liable for any damage incurred in the cases where the provision of service is against regulations or laws or the Bank's operational criteria, or I have insufficient outstanding balance in the account for the transaction, or my account has been under legal proceeding, or the Bank has notified me of the service disruption in advance or during providing the service, or I have breached the Bank's terms and conditions, and/or it is a force majeure or beyond the Bank's proper control, including but not limited to fire, earthquake, flood, riot, protest, business closure, the government's implementation of measures, war, electrical power disruption, or breakdown or repair or maintenance of computer, telecommunication and network system equipment and internet system program. The

compensation for the damage aforementioned shall not exceed the fees the Bank has received from me, and the Bank shall return the money received from me by transferring it to my account with retroactive interest calculation to the day the money was deducted from my account.

12.4 Further to identity verification via facial recognition as stipulated by any other terms and conditions, I agree and acknowledge that the Bank may specify any other identity verification measures (including additional identity verification via facial recognition) as it deems fit and appropriate.

13. I acknowledge and agree that I shall not use services or make transactions in relation to the deposit account that I have opened via digital channels through CIMB Thai branches, except for the cases of (1) having an active normal deposit account opened at the Bank's branch, or other conditions are defined by the Bank; or (2) a request for closing the account opened through digital channels; or (3) other cases which is necessary to proceed through CIMB Thai branches as prescribed by the Bank. In case that I can use the service or make a transaction in relation to my deposit account opened through digital channels at CIMB Thai branches, I agree to abide by the Bank's regulations and requirements and agree for the Bank to use and refer to information, including my signature specimen, given by me to the Bank to support any of my deposit accounts opened at the branch for verification of my identity or other purposes as the Bank deems proper in my use of service or request for a transaction or relevant undertakings via branches.

14. Terms and conditions for Declaration Form of Status as U.S. Person or Non-U.S. Person for individuals in terms of confirmation or change of status

14.1 I affirm that my statement in Declaration Form of Status as U.S. Person or Non-U.S. Person as given by the Bank is true, correct and complete, and agree that it shall be an integral part of this request form.

14.2 I acknowledge and agree that if I have a status of U.S. person, but the information provided by me in Declaration Form of Status as U.S. Person or Non-U.S. Person or W-9 Form is false, incorrect or incomplete, the Bank shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with me or part of such relationship such as closing any and all of my accounts maintained with the Bank or taking other actions as the Bank deems appropriate.

14.3 I agree to notify the Bank and submit supporting documents to the Bank within 30 days if any change incident incurs and causes my information provided in Declaration Form of Status of U.S. Person or Non-U.S. Person to be incorrect.

14.4 I acknowledge and agree that if I fail to act as stated in 14.3 or provide false, incorrect or incomplete information as regards my status, the Bank shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with me or part of such relationship such as closing any and all of my accounts maintained with the Bank or taking other actions as the Bank deems appropriate.

14.5 If the Bank closes the account under the above terms and conditions, I agree that the Bank may suspend the funds under such account or take other actions as the Bank may deem appropriate until I present evidence for the release of such funds. I hereby give up my rights to claim for damage, demand interest or any additional returns.

14.6 Consent to information disclosure and account debit

I agree to give irrevocable consent for the Bank to take the following actions:

14.6.1 Disclose my information for purpose of FATCA compliance to the Bank, CIMB Principal Asset Management Co., Ltd., CIMB Securities (Thailand) Co., Ltd., and local and/or foreign tax authorities, including U.S. Internal Revenue Service (IRS). Such information shall include customer name, address, tax identification number, account number, FATCA status (compliant or non-compliant), account balance, credit-debit amount, account movement, type and value of banking products and/or other assets that I have with the Bank, including income and other information related to banking/business relationships that may be requested by local and/or foreign tax authorities (including IRS).

14.6.2 Debit the amount and/or the amount that I receive from or through the Bank, as specified by local and/or foreign tax authorities (including IRS), from my account under laws and/or regulations as well as agreements between the Bank and such tax authorities.

14.6.3 If I fail to provide the information necessary to determine my U.S. person status or other reportable information, and if I am not eligible for exemption from reporting requirements, the Bank reserves the right, at its sole discretion, to terminate all or part of its financial or business relationship with me. This may include, but is not limited to, closing one or all of my accounts with the Bank or taking any other action the Bank deems appropriate. If the Bank closes any account under this clause, I agree that the Bank may hold the remaining funds or manage them in any manner it deems appropriate until I present acceptable documentation to claim the funds. I waive any right to claim interest or benefits on such funds.

15. Benefit of accident insurance. In case that I am entitled to receive benefits of accident insurance offered by an insurer defined by the Bank, I agree to comply with the details and conditions of the accident insurance as indicated in product fact sheet, accident insurance policy and other conditions prescribed by the Bank and notified to me (including

any amendments thereof) in all respects.

16. In case of any error occurring in my account transaction, I agree and acknowledge that the Bank will rectify such error. In case where such transaction rectification requires withdrawal or deduction of any amount from my account, I authorize the Bank to proceed with such withdrawal or deduction or take any proceeding as the Bank may deem appropriate in such rectification.

17. In addition to the details in this agreement, I acknowledge and consent to the other terms in the Sales Sheet, brochures, promotional materials, or as announced by the Bank in public (including but not limited to electronic media), or by other means, to be part of this agreement. I also consent for the Bank to amend the agreement by posting the terms at the Bank office or notifying me by other means, and I hereby agree to comply with such amended agreement or terms in all respects, which shall be deemed an integral part of my application for opening a deposit account for individuals.

18. I agree and acknowledge that any act, either performed by me or by other person by whatsoever means, with the use of Passcode and/or Touch ID and/or Face ID, shall be deemed correct and complete from the time of transaction confirmation, and shall bind me as if I perform such act myself. It shall also be deemed that I have affixed an electronic signature for the Bank to use as evidence that that particular transaction has been made correctly and completely. I agree that the Bank can use such transaction information as an original document, evidencing that I have made that transaction, and that it can be used for legal proceedings in all respects. I hereby acknowledge and agree that the use of services and execution of transactions on my deposit account via the CIMB THAI application shall be governed by and subject to the Bank's General Terms and Conditions for Mobile Application Services. All services and transactions conducted through the CIMB THAI application shall be in accordance with such terms and conditions. I accept and acknowledge risks in relation to the use of service through electronic channels due to my ability to make transactions by myself without required additional document or any other evidence to be confirmed and/or presented to the Bank. This is except for a transaction for which an additional document or evidence is required to comply with the Bank's procedures and traditions on that specific matter, such as a request for cheque issuance as per instruction, etc., for which I shall prepare a document or evidence (if any) as prescribed by the Bank. I must always check the balance of the account after the transaction and agree to be liable for the performance of that transaction in all respects.