

TERMS AND CONDITIONS
RHB SME Real Estate Agents Referral Programme

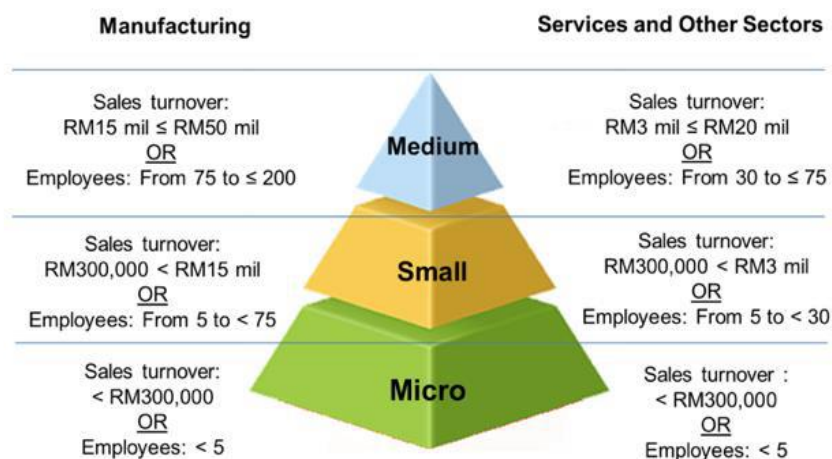
- Both RHB Bank Berhad (Registration No. 196501000373 (6171-M)) (“RHB Bank”) and RHB Islamic Bank Berhad (Registration No. 200501003283 (680329-V)) (“RHB Islamic”) are collectively referred to as “**RHB**” unless specifically distinguished.

PROGRAMME

- RHB SME Real Estate Agents Referral Programme (“**Programme**”) will run from 04 October 2021 to 31 December 2022, both dates inclusive (“**Programme Period**”).
- RHB reserves the right at any time to change the duration and/or the commencement and/or the expiry dates of the Programme Period with sufficient prior notice.
- This Programme terms must be read together with Commercial Mortgage Property Loan/Financing (“**CMP Loan/Financing**”) Letter of Offer (“**LO**”), facility agreement and security documents.

ELIGIBILITY

- The Programme is open only to Real Estate Agents registered under RHB Partners App (“**Eligible Referrer(s)**”).
- The following entities shall not be eligible to participate in the Programme:
 - Permanent and/or contract employees of RHB Banking Group, including its subsidiaries and related companies and their immediate family members (both residents and non-residents; and
 - Any other persons as RHB may decide to exclude at its discretion with prior written notice and stating the reason in such notice.
- Small and Medium Enterprise (“**SME**”) is defined as an SME if it meets either one of the two (2) criteria, annual sales turnover or head count of full time employees, according to the category and industry type as shown below:





All SMEs must be entities registered with Suruhanjaya Syarikat Malaysia (SSM)/Companies Commission of Malaysia (CCM) or other equivalent bodies. The following businesses are deemed as non-SMEs although they fit the above criteria:

- Public-listed companies in the main board;
- Subsidiaries of:
 - a) Publicly-listed companies in the main board;
 - b) Multinational Corporations (MNCs); Government-linked companies (GLCs); Syarikat Menteri Kewangan Diperbadankan (MKDs); and State-owned enterprises.

PARTICIPATION

8. To participate in the Programme, the Eligible Referrer(s) shall refer SME customer(s) ("**Potential Customer(s)**") by completing and submitting the electronic form ("**Referral e-Form**") during the Programme Period.
9. By completing and submitting the Referral e-Form, the Eligible Referrer(s) represents, undertakes and confirms to RHB the following:
 - a) The Eligible Referrer(s) to submit the Referral e-Form under the Programme at <https://www.rhbgroup.com/CMPReferralForm/index.html>;
 - b) The Eligible Referrer(s) has obtained express consent from the Potential Customer(s) to disclose his/her name, company name and contact details to RHB;
 - c) The Eligible Referrer(s) has confirmed that the Potential Customer(s) has no objections to RHB contacting them for the purposes of the Programme;
 - d) The Eligible Referrer(s) has informed the Potential Customer(s) to read the Privacy Notice at RHB's website <https://www.rhbgroup.com>; and
 - e) The Eligible Referrer(s) agree and consent for his/her name to be disclosed to the Potential Customer(s) for the purpose of the Programme.
10. In the event the Potential Customer(s) name is:
 - a) Introduced by more than one (1) Eligible Referrer(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)'s information will get the Cash Incentive (as defined in clause 11 herein), determined by date and time, first come first serve basis; and
 - b) Introduced in other RHB programmes/campaigns of similar mechanics or nature, the Cash Incentive will be determined by date and time of the submission amongst the programmes/campaigns.



REWARDS AND FULFILLMENT CONDITIONS

11. All loan/financing must be approved by RHB (based on RHB's system), accepted by the Potential Customer(s) and legal documents must be executed within ninety (90) days from LO acceptance date in order for Eligible Referrer(s) to qualify for the cash incentive ("**Cash Incentive**").
12. Eligible Referrer(s) will be rewarded Cash Incentive based on the accepted loan/financing value as follows:

| Referral Agents | Cash Incentive | Applicability |
|------------------------|---|--|
| Real Estate Agents | 0.10% of the loan/financing value, capped at RM3,000 per case | Completed properties (commercial, industrial, residential) excluding under-construction and land financing |

13. Cash Incentive shall be calculated and paid in the manner set out in clause 12 above. Notwithstanding this, RHB reserves at its discretion the right to revise the Cash Incentive payout from time to time for any reason whatsoever without assigning any reason thereto.
14. All Cash Incentive earned will only be credited to Eligible Referrer(s)' Current and Savings Account ("CASA/-i") held with RHB within two (2) months' time from the date of legal documents execution. For example, if the legal documents are executed on 31st January, the Cash Incentive will be credited to the Eligible Referrer(s)' CASA/-i by 31st March. Eligible Referrer(s) who do not maintain any CASA/-i with RHB, their Cash Incentive earned shall be forfeited. The Eligible Referrer(s)' CASA/-i must be valid and active (not closed or dormant or terminated) as determined by RHB at its discretion, to be eligible for participation in the Programme to qualify for the Cash Incentive. If during the Programme and Cash Incentive fulfilment, the Eligible Referrer(s) closed the CASA/-i for any reason whatsoever, his/her participation in the Programme becomes null and void with immediate effect.
15. RHB reserves the right to cancel, terminate or suspend this Programme by way of posting on RHB's website and/or other means of communication that may be deemed appropriate by RHB with sufficient prior notice to the Eligible Referrer(s). For the avoidance of doubt, cancellation, termination or suspension by RHB of this Programme shall not entitle the Eligible Referrer(s) to any claim or compensation against RHB for any and all losses or damages suffered or incurred by the Eligible Referrer(s) as a direct or indirect result of the act of cancellation, termination or suspension.
16. RHB reserves the right at its discretion to amend, delete or add to any of these Terms and Conditions, either wholly or in part, from time to time by way of posting on RHB's website and/or other means of communication that may be deemed appropriate by RHB with sufficient prior notice to the Eligible Referrer(s).
17. There is no limit on the number of referrals that can be referred by each Eligible Referrer(s) throughout the Programme Period.



18. The Eligible Referrer(s) hereby agrees:
 - a) To only introduce the Potential Customer(s) to RHB;
 - b) To exercise the skill and care appropriate to that of a prudent person when referring the Potential Customer(s) to RHB;
 - c) To obtain the Potential Customer(s)'s consent to disclose his or her personal data such as name, company name and contact number(s) to contact them;
 - d) RHB to contact the Potential Customer(s) regarding any information in the Referral e-Form and/or the Programme via any mode of communication; and
 - e) RHB to mention the Eligible Referrer(s)' name in the event the Potential Customer(s) enquires about the source of reference.

19. Further, the Eligible Referrer(s) is not authorized to, and the Eligible Referrer(s) shall not:
 - a) At any time conduct any sales process for himself or herself on behalf of RHB;
 - b) Enter into any commitment or contract on behalf of RHB;
 - c) Make any representation or offer, or to give any assurances, on behalf of RHB to Potential Customer(s);
 - d) Incur any liabilities on behalf of RHB;
 - e) Sign any documents on behalf of RHB;
 - f) Receive any monies on behalf of RHB;
 - g) Refer any RHB document or advertisement without RHB's specific written consent;
 - h) Expressly offer products at rates or on terms other than those advised or published from time to time by RHB except with the prior written consent by RHB;
 - i) Expressly or by implication do or say something that misleads any person to conclude that the Eligible Referrer(s) acts in any capacity other than an independent entity, and
 - j) Provide any form of advice to the Potential Customer(s) as to the features of any of RHB products which may directly or indirectly influence the decision of the Potential Customer(s).

20. RHB reserves the right to substitute the Cash Incentive with any item with similar value at any time with sufficient prior notice.

21. All information provided by the Eligible Referrer(s) in relation to or for the purpose of the Programme must be true, accurate, current and complete. The Eligible Referrer(s) who have failed to adhere to this requirement will be immediately disqualified from this Programme and will not be entitled for the Cash Incentive.

GENERAL TERMS AND CONDITIONS

22. By participating in this Programme, the Eligible Referrer(s):
- a) Agrees to be bound by the Terms and Conditions of the Programme;
 - b) Agrees to access RHB's Referral e-Form to view the Terms and Conditions and undertakes to be kept up-to-date on any change or variation to the Terms and Conditions;
 - c) Agrees that the Cash Incentive(s) featured in all printed materials and/or RHB's website are for illustration purposes only. Any props, accessories or equipment featured with the Cash Incentive(s) in any pictorial materials are for decorative purposes and shall not form part of the Cash Incentive(s);
 - d) Agrees that the Cash Incentive(s) are non-transferable to any third (3rd) party and non-exchangeable for up-front cash, credit, cheque or in kind; in part or in full;
 - e) Agrees that RHB's decision on all matters relating to the Programme, the Cash Incentive(s) shall be final, conclusive and binding against them. The decision is made based on the Programme criteria. If there is any further dispute, please refer to RHB Contact Centre at 03-9206 8118 or the Ombudsman for Financial Services (OFS) at 03-2272 2811;
 - f) Agrees to be personally liable for all taxes, government fees or any other charges that may be levied against them under the applicable laws, if any, in relation to accepting the Cash Incentive(s);
 - g) Agrees to discontinue any further participation in this Programme by informing RHB if any future modifications of these Terms and Conditions are unacceptable;
 - h) Agrees that by providing the personal information, the Eligible Referrer(s) consents to RHB processing their personal information for any and/or all of the following purposes ("**Purpose**"), if applicable:
 - i) administering this Programme and contacting the Potential Customer(s) in relation to the same;
 - ii) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances; or
 - iii) other related and legitimate business purposes;
 - i) Agrees that the Eligible Referrer(s) personal information may be disclosed to other companies within the RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), service providers, and vendors and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHB;



- j) Agrees that it is necessary for RHB to process the Eligible Referrer(s) personal information for the Purpose, without which the Eligible Referrer(s) will not be able to participate in this Programme. The Eligible Referrer(s) may exercise their options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) by contacting us through the RHB Contact Details;
- k) Agrees that photographs/images of the Eligible Referrer(s) as winner may be captured and may be used for RHB's publications, where applicable; and
- l) The Eligible Referrer(s) may request for correction (if their personal information is inaccurate, out-dated, incomplete, etc.), access to (no fees and charges will be imposed except for the fees and charges specified in the terms and conditions of CASA/-i), or deletion (if the Eligible Referrer(s) no longer have any existing products/services with RHB) of the Eligible Referrer(s) personal information or limit the processing thereof at any time hereafter by submitting such request via the following RHB Contact Details:

RHB Contact Details

Email : customer.service@rhbgroup.com
Telephone number : 03-9206 8118
Facsimile number : 03-9206 8088
RHB Now Inbox : <https://logon.rhb.com.my/>

23. RHB reserves its right to:

- a) Disqualify any and all entries from any Eligible Referrer(s) in this Programme and prohibit that person from further participating in this Programme in the event that there is suspicion that the Eligible Referrer(s) tampered with or benefited from the tampering of the regulations of this Programme or the Terms and Conditions stated herein;
- b) Cancel, terminate or suspend the Programme with sufficient prior notice. Any cancellation, termination or suspension of the Programme by RHB shall not entitle the Eligible Referrer(s) to any claim or compensation against RHB for any loss or damage incurred by the Eligible Referrer(s) as a direct and indirect result of such cancellation, termination or suspension;
- c) Change the Cash Incentive(s) at its discretion to another Cash Incentive(s) of similar value as per the Terms and Conditions of this Programme; and
- d) Add, delete, suspend or vary the Terms and Conditions contained herein, either wholly or in part at its discretion by way of posting on RHB website and/or other means of communication that may be deemed appropriate by RHB with sufficient prior notice.

24. RHB shall not be liable for any default in respect of the Programme due any act of God, war (whether declared or undeclared), strike, riot, civil commotion, and act of terrorists which are not attributable to the act, omission, default, negligence and/or misconduct on the part of RHB and/or any of its employees, representatives and agents.

25. In the event of any inconsistency between these Terms and Conditions and any other brochure, marketing or promotional materials relating to the Programme, these Terms and Conditions shall prevail.