TERMS AND CONDITIONS OCBC Member-Get-Member (MGM) Programme

1. The OCBC Member-Get-Member (MGM) Programme ("Programme") is organised by OCBC Bank (Malaysia) Berhad ("OCBC Bank") and OCBC Al-Amin Bank Berhad ("OCBC Al-Amin") (OCBC Bank and OCBC Al-Amin are collectively referred to as the "Banks", individually the "Bank") subject to these Programme terms and conditions. The Programme commenced on 24 February 2025 and will end on a date to be notified by the Banks by posting a general notice in any of the Banks' branches and website (the period between the commencement and end dates will be referred to as the "Programme Period").

ELIGIBILITY

- 2. Any existing customer who has an active current or savings account ("Account") with either Bank is eligible to participate in this Programme as a "Referrer". For clarity, anyone who is registered under any other referral programmes or arrangements with the Banks, such as real estate agents, the Banks' outsourced agents, lawyers or staff of legal firm, developer's staff and mortgage brokers shall not be eligible to participate in this Programme as a Referrer.
- 3. Any Malaysian citizen of 18 years old or above who is eligible to apply for the Banks' housing loan/financing to finance or to refinance from another financial institution, the part purchase of completed residential property is eligible to participate in this Programme as a "**Referee**".
- 4. Notwithstanding clause 2 above, any individuals whose accounts with the Bank have been suspended or terminated or who have breached any agreement with the Bank are not eligible and disqualified from participation or continued participation in the Programme.

REFERRER REQUIREMENTS

- 5. A Referrer shall do the following within the Programme Period by way of introducing Referee to the Bank :
 - (a) obtain each Referee's consent to submit his/her name, telephone number and e-mail address ("**Referred Data**") to the Bank, in such manner provided in clause <6> below;
 - (b) fill the Referrer's personal data together with the Referred Data into the prescribed online referral form for the Programme ("Referral Form") accessible via the Banks' website at <u>www.ocbc.com.my/loanreferral</u> and click to submit the Referral Form subject to these Programme terms and conditions;
 - (c) keep confidential the Referred Data and do not disclose to anyone other than the Bank.

A Referrer who clicks to submit the Referral Form agrees for his information to be processed by the Bank in connection with his participation in the Programme, notwithstanding that he may subsequently be disqualified from participation in the Programme.

- 6. In collecting the Referred Data for submission to the Bank for this Programme, the Referrer shall:
 - (a) inform the Referee the purposes for which the Referrer submits the Referred Data to the Bank, namely for participation in this Programme and particularly :
 - (i) for the Bank to contact the Referee to perform direct marketing for the Bank's housing loan/financing products and services; and
 - upon the Referee becoming a Successful Referral pursuant to clause <8> below, such fact will be disclosed to the Referrer and the Referrer will receive the Referral Fee (defined below) which is dependent on the housing loan/ financing amount applied and approved for the Referee;
 - (b) inform Referee that collection of Referred Data by the Bank is subject to the Bank's privacy policy which may be found at the Bank's website at www.ocbc.com.my ("**Privacy Policy**") and accessible to the Referee; and
 - (c) obtain each Referee's consent for the Referrer to submit the Referred Data to the Bank on the basis stated in this clause 6.

The Referrer shall indemnify the Bank fully from and against any and all loss, damage, claim, liability, penalty, fine, cost, fee and expense whatsoever which may be suffered or incurred by the Bank arising from the Referrer's breach of this clause.

- 7. By submitting the Referral Form containing the Referrer's personal data and the Referred Data, the Referrer represents and warrants, agrees and covenants with the Bank as follows :
 - the Referrer's personal data and the Referred Data in the Referral Form are true, accurate, complete and up to date and consent has been obtained from the Referee for submission to the Bank on the basis stated in clause <6> above;
 - (b) the Bank may disclose the Referrer's personal data to the Referee in connection with this Programme;
 - (c) the Bank may process the Referrer's and the Referee's personal data in accordance with the Bank's Privacy Policy; and
 - (d) The Referrer will immediately notify the Bank in writing if there is any change to the Referrer's personal data or the Referred Data, to ensure that the Bank direct all communications to the Referrer or the Referree respectively and not any other third party.

The Referrer acknowledges and agrees that the Bank will process the Referral Form in reliance on the Referrer's representations, warranties, agreements and covenants above and the Referrer agrees to indemnify the Bank fully from and against any and all loss, damage, claim, liability, penalty, fine, cost, fee and expense whatsoever which may be suffered or incurred by the Bank arising from the Referrer's breach of this clause.

REFEREE REQUIREMENTS

- 8. Each Referral Form submitted by a Referrer in compliance with these Programme terms and conditions will, after his Referee fulfils <u>ALL the requirements</u> below to the Bank's satisfaction within the Programme Period, qualify as a "Successful Referral":
 - (a) the Referee applies for and is granted the housing loan/financing and completes the execution of all applicable housing loan/financing documentation within 3 months from the date of the letter of offer for the Bank's housing loan/financing; and
 - (b) the Referee signs the Consent form prescribed by the Bank as appended in Appendix A to these Programme terms and conditions.

For clarity, the Bank shall reserve all rights to accept or reject the housing loan/ financing application on such terms and conditions as may be imposed by the Bank. Failure to fulfil any of the requirements above shall not qualify as a Successful Referral.

REFERRAL FEE

9. The Referrer will be eligible to receive the referral fee set out in the table below ("**Referral Fee**") for Successful Referral.

Successful Referral (Total Loan/financing amount per month)	Referral Fee
≥RM300,000 to <rm1,000,000< td=""><td>RM300</td></rm1,000,000<>	RM300
≥RM1,000,000	RM600

Illustration

Successful Referral (Total Loan/financing amount per month)	Referral Fee entitlement
2 cases with total loan/ financing amount RM900,000	RM300
5 cases with total loan/ financing amount RM2,000,000	RM600

10. The Referral Fee will be credited into the Referrer's Account upon loan/ financing execution. In the event the Referrer's Account is inactive due to it being closed, frozen, belonging to a deceased person or any other status deemed as inactive by the Bank, no Referral Fee is payable.

GENERAL

- 11. The housing loan/ financing products and services shall be governed by the terms and conditions in such letter of offer, facilities agreement and such other documents and agreements executed in respect of the housing loan/ financing. These Programme terms and conditions shall prevail and apply only in respect of matters relating to this Programme.
- 12. The Bank's records and decisions on all matters arising in connection with the Programme including whether any person is qualified or disqualified to be a Referrer or Referee, whether any Referral Form or Consent form have been received by the Bank and the time of receipt, whether any Referee constitutes a "Successful Referral", whether any Referral Form or Consent form have been disqualified from the Programme, whether or not any Referee has completed his/her housing loan documentation or the date on which the housing loan/ financing documentation has been completed, whether an Referrer is eligible to receive a Referral Fee, etc. shall be final, conclusive and binding on all parties including the Eligible Introducer. No appeal or correspondence will be entertained or accepted by the Bank. The Bank shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Programme.
- 13. The Bank has the right to change these Programme terms and conditions, or to stop or terminate this Programme, after giving prior notice for the change or termination by posting a general notice in any of the Bank's branches and website.
- 14. These Programme terms and conditions are governed by the laws of Malaysia and the courts of Malaysia may decide on any disputes arising from the Programme.

Appendix A

CONSENT

I, [Full Name of Referee] (Malaysian Identity Card No.) declare and state as follows :

- (1) I acknowledge that I was introduced by [Full Name of Referrer] ("Referrer") who was duly authorised by me to submit my name, telephone number and e-mail address ("Referred Data") to you, OCBC Bank (Malaysia) Berhad ("OCBC Bank") for participation in the OCBC Member-Get-Member (MGM) Programme ("Programme"), which is subject to the Programme terms and conditions.
- (2) I have read and agree to participate in the Programme as a Referee subject to the Programme Terms and Conditions. I agree for my information to be processed by OCBC Bank in connection with my participation in the Programme, notwithstanding that my housing loan/ financing application may be rejected by the Bank for any reason.
- (3) I irrevocably consent to OCBC Bank to disclose to the Referrer the information pertaining to my application for housing loan/ financing with OCBC Bank, including the amount of housing loan/ financing I apply for and the status of my application i.e. whether I am approved (if so, the amount approved) or rejected, the date on which the housing loan/ financing documentation has been completed or not completed, for purposes in connection with the Programme. Notwithstanding, I understand and accept that OCBC Bank shall have the sole absolute discretion to assess my application and OCBC Bank may approve or reject my application.

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Name : [Full Name of Referee] NRIC : Date :