

Top Up Payroll Business Campaign (“Campaign”) Terms & Conditions

This Campaign is organised by Malayan Banking Berhad (196001000142) (“Maybank”). By participating in this Campaign, the Eligible Customers (as defined below) hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank. This Campaign commences from 1st August 2020 to 31st January 2021, both dates inclusive (“Campaign Period”).

Definition

“Maybank”	means Malayan Banking Berhad (196001000142), a company incorporated in Malaysia and having its registered office at 14 th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.
“Campaign”	means the Top Up Payroll Business Campaign.
“Campaign Period”	means the period from 1 August 2020 until 31 January 2021, both dates inclusive.
“Eligible Customer(s)”	means any customer fulfilling the requirements in Clause 1(a).
“Payroll Account”	means the account that customers use to debit the payroll amount
“Active in Payroll Transaction”	means customers that performed payroll transaction for the month during Campaign Period via selected payroll platforms i.e M2uBiz Bulk Payment, Maybank Autocredit (MAS) and M2e Regional Cash Management System.

Eligibility

1. This Campaign is opened to the following:
 - a) New and existing Maybank business customers under the Small Medium Enterprise (“SME”) and Business Banking (“BB”) that are active in payroll transaction comprising of sole-proprietorships, partnerships, private limited companies, societies and professional bodies (“Eligible Customers”).

Campaign Mechanics

Campaign Interest

2. Eligible Customers shall earn the interest on the incremental average daily balance (“Incremental ADB”) in the Payroll Account for each respective month during the Campaign Period (“Campaign Interest”).
3. Payroll Accounts that are eligible for this Campaign are as illustrated in the table below:

Conventional Payroll Accounts	PIDM Insurability Status
<ul style="list-style-type: none"> • Corporate Current Account • SME First Account • Basic Current Account for SME 	<ul style="list-style-type: none"> • Protected by PIDM up to RM250,000 for each depositor. Malayan Banking Berhad is a member of PIDM.

4. Incremental Average Daily Balance (“ADB”) in the Payroll Account refers to the difference in the ADB during the Campaign Period as compared to the ADB in the Payroll Account for the month of July 2020 (“Baseline”).

4.1 Baseline

- i) New customers : Baseline = ADB would be consider zero.
- ii) Existing customers : Baseline = Average Daily Balance (ADB) of July 2020.

4.2 Average Daily Balance (ADB)

- i) New customers : For Payroll Accounts opened during the Campaign Period, the ADB for the respective month in which the Payroll Account was opened is determined by computing the sum of every day-end balance to the last day of calendar month divided by the number of days in that month.

ii) Existing customers : For Payroll Accounts opened before the Campaign Period, the ADB in the Payroll Account for the respective month is determined by computing the sum of every day-end balance in the Payroll Account in that month divided by the number of days in that month.

5. Incremental ADB must be more than RM100,000 and a maximum of RM1,000,000.00 for the Payroll Account.
6. Eligible Customers must also maintain minimum month end balance of RM50,000 in their respective Payroll Accounts in order to qualify for this Campaign .
7. The Campaign Interest rates are only applicable during the Campaign Period.
8. If the Eligible Customers holds either a Merchant or Business Loan, the customer will get additional interest rates based on the incremental ADB as illustrated below:

Incremental ADB (RM)	Payroll only	Payroll & Merchant / business loan
> RM100K to RM300K	0.15% p.a	0.35%
> RM300K to RM1M	0.35% p.a	0.55%

Note:

1. Campaign Interest rate is calculated based on Incremental ADB.
2. The rates may be revised accordingly to reflect the changes of the Overnight Policy Rate (OPR) set by Bank Negara Malaysia.

Formula for bonus interest rate calculation:

$$\frac{\text{Incremental ADB} \times \text{Campaign Interest Rate} \times \text{No. of Participating Days}}{\text{No of Days in a Year}}$$

Formula for average daily balance (ADB):

Average Daily Balance (ADB) in the Payroll Account for each month is determined by computing the sum of every day-end balance in the Payroll Account in that month divided by the number of participating days in that month.

$$\text{Average Daily Balance} = \frac{\text{Sum of 1 month Daily End of day balances in the Eligible Account}}{\text{Number of days in a month}}$$

^Leap year = 366 years, Non-leap years = 365 days

Sample 1

Interest earned for an account with Incremental ADB balance of RM250,000 is as follows:

Range	Bonus Rate Payroll Only (A)	With Merchant/Business Loan	Calculation	Interest Earned (RM)	Campaign Type
First RM100,000	0.00%		First RM100,000 Incremental ADB x 0.00% x 30/366*	-	Top Up Business Current Account (Multi Tier)
>RM100K to RM300K	0.15%	Yes	Max. RM250,000 Incremental ADB x 0.35% x 30/366*	71.72	
>RM100K to RM300K	0.15%	No	Max. RM250,000 Incremental ADB x 0.15% x 30/366*	30.73	

Sample 2

Interest earned for an account with Incremental ADB balance of RM1.0mil is as follows:

Range	Interest Rate (p.a)	With Merchant/Business Loan	Calculation	Interest Earned (RM)	Campaign Type
First RM100,000	0.00%		First RM50,000 Incremental ADB x 0.00% x 30/366*	-	Top Up Business Current Account (Multi Tier)
>RM300K to RM1M	0.35%	Yes	Max. RM1,000,000 Incremental ADB x 0.55% x 30/366*	450.81	
>RM300K to RM1M	0.35%	No	Max. RM1,000,000 Incremental ADB x 0.35% x 30/366*	286.88	

Sample 3

Interest earned for an account with Incremental ADB balance of RM2.0mil is as follows:

Range	Interest Rate (p.a)	With Merchant/Business Loan	Calculation	Interest Earned (RM)	Campaign Type
First RM100,000	0.00%		First RM50,000 Incremental ADB x 0.00% x 30/366*	-	Top Up Business Current Account (Multi Tier)
>RM300K to RM1M	0.35%	Yes	Max. RM1,000,000 Incremental ADB x 0.55% x 30/366*	450.81	
>RM300K to RM1M	0.35%	No	Max. RM1,000,000 Incremental ADB x 0.35% x 30/366*	286.88	

Others:

9. Treatment of Eligible Customers with multiple Payroll Accounts.

- a. For Eligible Customers that have multiple active Payroll Accounts, the Campaign Interest will be paid to all Payroll Accounts that meet the Campaign criteria as per item 7.
10. Only active Payroll Accounts shall be eligible. Dormant Payroll Accounts shall not be considered.
11. Campaign Interest will be credited to the Payroll Account within sixty (60) business days after a completed month or on such other date as determined by Maybank. In the event that the Payroll Account is closed before the Campaign Interest is credited, no bonus interest shall be paid to the Payroll Account holder.
12. After the Campaign Period, no Campaign Interest shall be awarded to the Payroll Account.
13. Eligible Customers may be entitled for the Campaign Interest in one of the calendar months, but may not be entitled for Campaign Interest in the following month due to non-fulfilment of any eligibility criteria for the Campaign Interest.
14. Eligible Customers whose Payroll Accounts have been suspended for any reason or whose accounts have been frozen due to any Court Orders including Court Order made pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and/or whose accounts have been under overdrawn status shall not be eligible for this Campaign.

General Terms & Conditions

- a) Maybank shall not be responsible or held liable in any manner whatsoever in respect of technical failures of any kind whatsoever, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed via QRPay, Maybank2u, provided the same is not caused by Maybank nor the determination of the customers' eligibility for the Campaign.
- b) Maybank reserves the right to amend, shorten, cancel, suspend or terminate this Campaign or any part thereof with twenty one (21) days' notice. Such notice may be published by Maybank via Maybank2u website (www.maybank.com.my) and/or through any other mode of communication as determined by Maybank. It shall be

the responsibility of Eligible Customers to be informed of or otherwise seek out any such notice validly posted.

- c) For the avoidance of doubt, the amendment, shortening, cancellation, suspension or termination of this Campaign by Maybank shall not entitle the Eligible Customers or any other persons whatsoever to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of the such amendment, shortening, cancellation, suspension or termination.
- d) Maybank shall not be liable for any losses, damages or costs incurred or suffered by any Eligible Customer as a result of the customer participating in this Campaign. Furthermore, Maybank shall not be liable for any default of its obligations under the Campaign due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
- e) The terms and conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- f) Maybank is entitled to, at its discretion, disqualify/reject any Eligible Customers who do not comply with the terms and conditions stated herein and/or are found or suspected to be tampering with the Campaign and/or its process or the operations of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- g) Any variation (of any of the terms and conditions stated herein) shall be binding on the Eligible Customers (through any notice displayed at the Maybank2u website.)
- h) By participating in this Campaign, Eligible Customers agree and consent to allow his/her personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Notice, which may be viewed on www.maybank.com.my ("Maybank's Privacy Notice"). Eligible Customers are welcome to seek clarification from Maybank should any of the Terms and Conditions be not fully understood.
- i) In addition and without prejudice to the terms in the Maybank's Privacy Notice, Eligible Customers agree and consent to his/ her personal data or information being collected, processed and used by Maybank for:
 - a) the purposes of the Campaign; and
 - marketing and promotional activities conducted by Maybank including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and

promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, each Eligible Customers agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

- j) For information, enquiries, feedback and/or complaints related to the Campaign, please contact Maybank's CustomerCare hotline at 1 300 88 6688 or +603 7844 3696. Alternatively for feedback and/or complaints, the Eligible Customers may choose to e-mail Maybank via the feedback form at Maybank2u website (www.maybank.com.my)