

## Business Partnership Programme Terms and Conditions

1. Alliance Bank Malaysia Berhad (Company Registration No. 198201008390 (88103-W) is running a Business Partnership Programme (“Programme”) from 1st April 2024 to 31st March 2025 (both dates inclusive), or until such date(s) as may be determined by Alliance Bank Malaysia Berhad from time to time.
2. This Programme is organised by Alliance Bank Malaysia Berhad and Alliance Islamic Bank Berhad (both collectively referred to as “Bank”).
3. This Programme shall commence once you receive the Programme’s welcome letter via email from the Bank and shall continue until terminated in accordance to the provisions herein.
4. To participate in this Programme, you are required to complete the Alliance Bank Business Partnership Programme Business-Partner Emplacement Form attached to this Programme’s Terms and Conditions. Your application will be reviewed based on the Bank’s discretion. Upon approval, your company/organisation will be considered as the Bank’s Business Partner under the Programme. (“Business Partner”) A Business Partner is responsible to provide accurate and timely information required and it is at the Bank’s discretion to reject any request to be the Bank’s Business Partner without assigning any reasons thereof.
5. This Programme shall only apply for the new-to-bank referrals made by Business Partner for SME loan/financing facilities and Business Current Account (collectively, “Facilities”) offered by the Bank.
6. The referrals made by Business Partner in respect of the Programme hereunder must be referred via the Bank’s Business Referral Programme microsite, a secure webpage dedicated for account referral purpose ([www.alliancebank.com.my/bizreferrals](http://www.alliancebank.com.my/bizreferrals)).
7. Please refer to the incentive payable to the Business Partner (“Incentive”) for each Successful Referral below:

### 7.1 Business Current Account

A) There are two Incentive pay-outs for Successful Referrals for Business Current Account

| Reward Scheme 1  |  | Reward Scheme 2  |                             |
|--|--|--|-----------------------------|
| Monthly Incentive pay-out based on total number of Successful Referrals by a Business Partner during the Programme Period  |  | Quarterly Incentive pay-out based on cumulative number of Successful New-To-Bank Referrals by a Business Partner during the Programme Period |                             |
| Successful Referral  | Incentive Pay-Out For Each Successful Referral | Quarterly Cumulative Successful New-To-Bank Referrals  | Incentive Pay-Out Quarterly |
| <ul style="list-style-type: none"> <li>• Successful New-To-Bank Business Current Account/-i; <u>AND</u></li> <li>• Place a minimum initial deposit of RM10,000 by next month of account opened month; <u>AND</u></li> <li>• Activate Alliance BizSmart® Online Banking by next month of account opened month.</li> </ul> | RM100  | 11 to 19   | RM500                       |
|  |  | 20 to 29   | RM1,200                     |
|  |  | 30 & Above   | RM2,500                     |

Table 1

For the avoidance of doubt, Successful Referrals here are defined as Malaysia Ringgit (MYR) Business Current Account referrals (“New Account”) made by the Business Partner that meet the following criteria:

- The customer referred (“Referee”) must be a new-to-bank customer and does not hold any such Account with the Bank;
- Deposit interest rate/profit rate assigned to the New Account shall not be more than 2.00% per annum, unless special approval for Business Reward Services (BRS) interest rate/profit rate are obtained from the Head of SME Deposit Sales prior to New Account opening;
- The New Account have placed a minimum initial deposit of RM10,000 by next month of account opened month;
- The New Account has activated Alliance BizSmart® Online Banking by next month from the New Account opened month.

#### B) Business PartnerStar Recognition

| Tiering | Recognition    | Requirements                        | Prize           |
|---------|----------------|-------------------------------------|-----------------|
| Tier 1  | Pinnacle Star  | 60 Successful New-To-Bank Referrals | Worth of RM5000 |
| Tier 2  | Endurance Star | 40 Successful New-To-Bank Referrals | Worth of RM2000 |
| Tier 3  | Thriving Star  | 20 Successful New-To-Bank Referrals | Worth of RM500  |

Table 2

- For clarity, the definition of successful referrals is as per eligible for Rewards Scheme 1.
- The successful referral are cumulative as per the campaign period which is from 1 April 2024 until 31 March 2025 (both dates inclusive).
- In order to be eligible to win, a Business Partner have to have every month consistent New-To-Bank referrals.
- A Business Partner is only eligible to win only ONE of the tier above.
- Only 3 winners from EACH tier. It will be based on first come first serve basis.

## 7.2 SME Business Loan/Financing

There are one Incentive Rewards for Successful Referrals for SME Business Loan/Financing:

| Product                                | Successful Referral  | Incentive Pay-Out for Each Successful New-To-Bank Referral   |
|--|--|--|
| SME Business Loan/Financing            | <p>The following New-To-Bank SME Business Loan/Financing (with minimum loan/financing amount of RM20,000 and maximum of RM3mil) approved by the Bank and thereafter customer accepts and executes loan/financing documentations during the Programme Period.</p> <ul style="list-style-type: none"> <li>• Term Loan/Financing</li> <li>• Overdraft/Cashline</li> <li>• Industrial Hire Purchase (IHP)</li> <li>• Trade (Bankers' Acceptance)</li> <li>• Business Premises Financing (BPF)</li> </ul> | Zero point one percent (0.1%) of total loan/financing amount |
| Business Premises Financing (BPF) Only | New-To-Bank Business Premises Financing (with minimum loan/financing amount of RM200,000 and maximum of RM3mil) approved by the Bank and thereafter customer accepts and executes loan/financing documentations during the Programme Period.   | Zero point zero five (0.05%) of total loan/financing amount  |

Table 3

- The approval of the Facilities shall be at the discretion of the Bank (as the case may be) and the Bank (as the case may be) reserves the right to reject any referrals made by Business Partner with prior notice via the Bank's communication channels. The Incentive shall not be payable to you for any rejected or unapproved referrals.

8. The Incentive shall only be payable to the Business Partner's Business Current Account maintained with the Bank by way of direct credit following the Incentive Payout Schedule below. The Bank will not entertain any request to credit the Incentive to other accounts maintained with the Bank or with any other bank. Business Partner must not have closed or have had their company's Business Current Account closed or terminated by the Bank. If the Business Partner Company's Business Current Account has been closed or terminated before the Incentive has been credited, the Business Partner will not be entitled to receive the Incentive under this Programme. The Incentive is not transferrable to any third party, and is not exchangeable for physical cash, credit, cheque or any other items in kind.

| Successful New-To-Bank Referral                            | Incentive Payout Schedule  |  |
|--|--|--|
| SME Business Current Account/Business Current Account-i    | Reward Scheme 1  | Reward Scheme 2  |
|  | The Incentive will be paid within two months after the New Account opening month         | The Incentive will be paid after each quarter ends within two months |
| SME Business Loan/Financing<br>Business Premises Financing | The Incentive will be paid within two months after the loan/financing disbursement month |  |

Table 4

9. For avoidance of doubt, the Business Partner can continue to receive additional Incentive if the Referee take up another facility with the Bank (i.e. SME Business Current Account, and/or business loan/financing within three (3) months from the first Successful Referral month.
10. The Bank will continue to perform Incentive pay-out to Business Partner in respect to all Successful Referrals introduced prior to the date of the Programme's termination, even if Successful Referrals business loan/financing is approved and disbursed or business current account is opened after the date of termination.
11. This Programme is not a contract of service or employment or a partnership or joint venture agreement with the Business Partner and the Business Partner shall not at any time describe themselves as an agent or representative of the Bank or represent the Bank in any manner save and except to refer customers to the Bank for purposes of the Programme hereunder only.
12. The Business Partner shall promptly refer all enquiries (if any) by the referrals to the Bank, and shall not at any time make any representation to the referrals or give any warranties or undertakings.
13. The Business Partner shall not at any time permit any person to act or assist in the promotion or marketing of this Programme.
14. The Business Partner shall not at any time during or after the Programme Period, furnish, disclose or divulge or allow to be furnished, disclosed or divulged to any other party of any information relating to the operation or business of the Bank or any information or affairs of any of the referrals (whether successful or otherwise) ("the Confidential Information") or use the same in a manner other than for the purpose of the performance by you of this Programme or unless as consented prior to in writing by the Bank and you shall do all acts and things as necessary so as to protect the Confidential Information at all times. In the event you shall be required in law to disclose the Confidential Information, you shall be allowed to do so but only to the extent as shall be necessary thereof, provided always that you shall, to the extent as permitted by law, first promptly notify the Bank in writing of such request of the disclosure thereto including the purpose, timing and contents of the disclosure and shall at the Bank's prior request in writing, reasonably assist with the resistance, objection and/or contest of such disclosure.
15. The Business Partner shall not at any time infringe or be in breach or contravention of any intellectual, proprietary or privacy rights belonging to any third parties and shall do all acts and/or things as are necessary so as to avoid such infringement, breach and/or contravention.
16. The Business Partner shall at all times ensure that they comply with the provisions of the Personal Data Protection Act 2010 ("PDPA 2010") and its regulations, by-laws, codes of practice or requirements including but not limited to the processing and management of the personal data of the data subject, i.e. the referrals,

that may be issued from time to time by the relevant governmental or regulatory authorities. For clarification purposes, any reference to "personal data", "data subject" and "data processing" shall carry the same definition as provided for in the PDPA 2010. Pursuant to this, the Business Partner shall at all times fully comply with the following:

- 16.1 The Business Partner shall treat the personal data of the referrals as confidential information;
  - 16.2 The Business Partner shall not transfer any personal data of the referrals to any third party under any circumstances for any reason without the prior written consent of the Bank;
  - 16.3 The Business Partner shall only use and/or process the personal data of the referrals strictly in accordance with this Programme or as is necessary to fulfil your obligations and purposes under this Programme;
  - 16.4 Where the personal data of the referral is required to be transmitted or transferred outside Malaysia for the purposes of performance of this Programme, you shall not cause or permit the same to be done without the prior written consent of the Bank;
  - 16.5 The Business Partner shall cooperate with the Bank to enable the monitoring of the compliance with the obligations as set out in this Programme and/or the PDPA 2010 including but not limited to permit the representatives of the Bank the access to any premise where the personal data of the referral is being processed in order to ascertain compliance with this Programme and/or the PDPA 2010 upon reasonable notice being given to you prior to it;
  - 16.6 The Business Partner shall forthwith inform the Bank in writing upon becoming aware of any unauthorised use or disclosure of the personal data of the referral;
  - 16.7 The Business Partner shall take appropriate security measures to protect the personal data of the referral against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.
17. The Business Partner shall not at any time assign, charge, novate or otherwise deal with this Programme or any of the Business Partner's rights, interests, entitlements, benefits, covenants, undertakings, obligations, duties or responsibilities under or in connection with this Programme in any way to any third party unless as agreed upon otherwise in writing by the Bank and the Bank shall at all times be entitled to assign and/or novate to other party all or any of its rights, entitlements, benefits, covenants, undertakings, obligations, duties and/or responsibilities under and/or in connection with this Programme.
  18. The Business Partner undertake to ensure that the consent of the potential referrals have been obtained before they are referred or introduced to the Bank.
  19. The Business Partner shall be solely responsible for and shall pay all costs and/or expenses in respect of and incidental to the performance of your duties under and/or in connection with this Programme.
  20. The Business Partner shall fully indemnify and keep the Bank fully indemnified at all times from and against any and all losses, damages, actions, proceedings claims, demands, costs, expenses and/or liabilities including solicitors fees (on a "solicitor-client" basis) as may be incurred, sustained and/or suffered by the Bank due to and/or arising from the breach, non-compliance and/or non-observance of any one or more of your covenants, undertakings, obligations, duties and/or responsibilities under and/or in connection with this Programme.
  21. The Business Partner obligations under this Programme shall survive the expiry or termination (as the case may be) of this Programme.
  22. Without prejudice to any one or more of the Bank's other rights of termination of this Programme (whether by virtue of this Programme, at law, in equity or otherwise), the Bank shall be entitled to terminate this Programme by serving a prior written notice of fourteen (14) business days to you in respect thereof whereupon the relevant provisions of Clause 23 herein below shall apply.
  23. Notwithstanding the provisions of Clause 22 hereinabove, the Bank shall have the right to forthwith terminate this Programme by giving the Business Partner a prior written notice to that effect in the event that:
    - 23.1 The Business Partner have not opened a business current account/-i with the Bank within two (2) months upon signing the Business Partner Emplacement Form
    - 23.2 The Business Partner have not referred any customers via this Programme for three (3) months consecutively;
    - 23.3 The Business Partner is in breach of any one or more of the covenants, undertakings, obligations, duties and/or responsibilities under and/or in connection with this Programme and fail to remedy such breach (if capable of being remedied) within fourteen (14) business days only from the delivery or communication to you of a written notice in respect thereof;

- 23.4 If any litigation, arbitration and/or administrative proceedings and/or criminal prosecution have been made and/or threatened against you and/or any one or more of your assets, which litigation, arbitration and/or administrative proceedings and/or prosecution, as the case may be, might materially affect your solvency and/or contractual capacity and/or ability to perform any one or more of your covenants, undertakings, obligations, duties and/or responsibilities under and/or in connection with this Programme;
- 23.5 Any information, representation and/or warranty made, given and/or furnished by you herein and/or in pursuance to and/or in connection with this Programme and/or is subsequently found to be false, incorrect, untrue and/or fraudulent.
24. Upon the termination of this Programme (whether by virtue of the provisions of this Programme or otherwise), the following shall apply:
- 24.1 The approval given to the Business Partner in respect of the Programme shall cease with immediate effect and you shall immediately cease making any referrals to the Bank;
- 24.2 The consent and/or approval (if any) granted to the Business Partner in respect of any records, documents, data and/or information under and/or in connection with this Programme shall lapse with immediate effect and the Business Partner shall immediately cease to use the same for any purposes;
- 24.3 All claims and/or demands made against the Business Partner due to and/or arising from a default and/or breach on your part of this Programme and remaining unsettled and/or unsatisfied by the Business Partner as at the date of termination of this Programme shall be forthwith settled and/or satisfied by the Business Partner;
- 24.4 Any sums of the Incentive that are rightfully due and/or payable to you hereunder and not paid for as at the date of termination shall be paid to the Business Partner, provided always that in the event this Programme is terminated due to a default and/or breach on the Business Partner's part, payment of the same shall be withheld and all such losses, damages, costs and/or expenses as may be incurred, suffered and/or sustained by the Bank (as the case may be) as arising from and/or incidental to such termination shall first be set-off against the Incentive and any remaining sums of the Incentive after such set-off thereof shall then be paid to you within fourteen (14) business days from the date of such set-off;
- 24.5 The Business Partner shall immediately return to the Bank all records, documents, data and/or information (if any) provided to the Business Partner in form under and/or in connection with this Programme or if instructed by the Bank, immediately destroy, delete and/or remove the same completely beyond recovery and promptly thereafter deliver a valid written confirmation to the Bank, confirming your complete destruction, deletion and/or removal of so.
25. In addition to and without prejudice to the Bank's rights of termination herein, the Bank shall be entitled to seek for damages and/or equitable relief in furtherance of other remedies available under this Programme and/or the law for any breach and/or default by you of any of the provisions of this Programme.
26. Any dispute or disagreement arising from this Programme which cannot be amicably settled by way of prior negotiation or discussion within fourteen (14) business days from the date the said dispute or disagreement has arisen shall be referred to the competent court of Malaysia or any other competent court or dispute resolution body as the Bank may at its discretion elect.
27. In the event the Bank select for the dispute to be referred to arbitration, you hereby expressly acknowledge that such selection would be deemed as your undisputed submission to the same and it is hereby further expressly agreed that:
- 27.1 The seat for arbitration shall be in Kuala Lumpur;
- 27.2 The arbitral proceedings shall be conducted in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration;
- 27.3 The number of arbitrator shall be one and be chosen from a panel of persons knowledgeable in the field of banking matters;
- 27.4 The arbitral proceedings shall be conducted in the English Language; and
- 27.5 Without prejudice to any one or more of the compensations or reliefs granted in the arbitral award, each party hereto shall bear its own solicitors costs (if any) and other costs and/or expenses in respect of each reference made for arbitration.
28. The Business Partner hereby agree that nothing herein shall be construed as restricting the Bank's right to enter into any agreements or arrangements which are similar to this Programme with any third party.
29. If any part of this Programme shall be found to be illegal, invalid or unenforceable, then only such part as so affected by the illegality, invalidity or unenforceability shall be severed from this Programme without affecting the other parts hereof.

30. No waiver by the Bank of any one or more of your breach(es) of this Programme or the failure by the Bank to insist on your performance of any one or more of the Terms or Conditions under or in connection with this Programme or to exercise any one or more of the Bank's rights or remedies hereunder shall operate as a waiver of the same or of any subsequent breach of the same or of any other Terms or Conditions under or in connection with this Programme, unless the grant of such waiver has first been duly confirmed by the Bank in writing.
31. This Programme shall be governed by and construed in all aspects in accordance with the laws of Malaysia.
32. The Bank reserves the right to change, add, delete and/or vary any of the Terms or Conditions of this Programme from time to time with prior notice via the Bank's corporate website.
33. This document shall constitute the entire agreement with you in respect of all the matters as dealt with herein and shall supersede and cancel all prior contracts, agreements, statements, representations, understandings, negotiations, discussions and/or arrangements (if any) with you in respect of the same (whether oral, written, express or implied).
34. Following your application hereof, the Business Partner hereby declare, represent and warrant that:
- 34.1 All the information given in respect of the Business Partner's application hereof is true and correct and the Business Partner have not withheld any information which might prejudice the Bank's consideration of the Business Partner said application;
- 34.2 The Business Partner possess the legal capacity to enter into, execute and perform this Programme in its entirety;
- 34.3 The Business Partner's entry, execution and performance of this Programme does not violate, infringe, contravene or breach any laws to which the Business Partner is subject or any contract, agreement, undertaking, understanding or arrangement to which the Business Partner is a party or which is binding upon the Business Partner or the Business Partner's assets;
- 34.4 The Business Partner is not a bankrupt and there are no bankruptcy proceedings that have been initiated or commenced or are currently pending or threatened against the Business Partner;
- 34.5 The Business Partner is not involved in any litigation, arbitration or administrative proceedings or criminal prosecution (including of a pending or threatened nature and whether as plaintiff or defendant or otherwise), which litigation, arbitration or administrative proceedings or prosecution, as the case may be, might materially affect your solvency or contractual capacity or ability to perform any one or more of your covenants, undertakings, obligations, duties or responsibilities under or in connection with this Programme;
- 34.6 The Business Partner have disclosed to the Bank in writing of all facts relating to themselves which the Business Partner know or should reasonably have known are material to the Bank in the context of this Programme;
- 34.7 The Business Partner give full permission to the Bank to conduct CTOS checks and that if any adverse is revealed, the Bank has the right to reject the Business Partner's application in respect of the Programme;
- 34.8 The Business Partner fully consent to and authorise the Bank to verify with and/or disclose to any party including but not limited to the Central Credit Unit of Bank Negara Malaysia, the Central Credit Reference Information System of Bank Negara Malaysia and/or any authority or body established by Bank Negara Malaysia, any agency established by the Association of Banks Malaysia and/or any other relevant authority(ies), body(ies), agency(ies) or person(s) as may be authorised by law, of any information concerning or relating to the Business Partner (whether financial or otherwise), the Business Partner account(s) and/or the conduct thereof for the purpose of this Programme.
- 34.9 All the representations and warranties made by the Business Partner in this Programme are true, accurate and correct in all respects as at the date of your execution hereof and shall survive the expiry or termination (as the case may be) of this Programme
35. As a Business Partner, you shall be solely responsible to satisfy any current or future taxes that may be imposed under the relevant legislation, charges, fees and other government imposed responsibilities (if any) from the referral fees paid by the Bank to you. The Bank shall not be making any additional payments towards satisfaction of such taxes.
36. The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to

make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual. As our Business Partner, you acknowledge that you have been made aware of the Bank's anti-bribery and corruption policy (a summary of the policy is available on the Bank's website) and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.