

**LOAN PAYMENT MORATORIUM**

1. The Loan Payment Moratorium (“**Moratorium**”) is intended to give relief to the payment schedule of outstanding loan account holders of CIMB Bank Philippines (“**CIMB Bank**”) and in accordance with R.A. No. 11494 or the “Bayanihan to Recover as One Act” (BARO Act).
2. The moratorium period shall run from 1<sup>st</sup> October 2020 to 30<sup>th</sup> of November 2020 both dates inclusive (“**the Moratorium Period**”).

**ELIGIBILITY**

3. CIMB Bank customers considered eligible (the “**Eligible Participants**”) for this Moratorium program must fulfill all the following conditions (the “**Qualifying Criteria**”):
  - (a) The loan account must be booked until September 15, 2020.
  - (b) The loan account must be open and outstanding.
  - (c) The loan account must be current (without past due amount) on September 30, 2020.
4. The Participating Product in the Moratorium is the Regular Personal loan as set out in the table below:

<b>Participating Products</b>	<b>Remarks</b>
Regular Personal Loan	Personal loan with interest rates 24%, 30%, 36% with tenor 12, 24, 36, 48, 60 months

The participating product is referred to as “**Participating Product**” and collectively “**Participating Products**”.

**PARTICIPATION MECHANICS**

5. The Eligible Customer(s) shall be notified via SMS and/or E-mail on the customers registered mobile number and email address respectively, in CIMB records.
6. If the Eligible Customer does not wish to participate in the Moratorium program, he/she must express the intention by sending "NOMORA <Last\_name>" to 09191611291 on or before October 9, 2020. Ex: **NOMORA CRUZ**

The Eligible Customer must send the message using the mobile number registered with CIMB Bank Philippines. Otherwise, the Eligible Customer can call the Customer Care Team by dialing #2464 (#CIMB).

7. CIMB will also notify the Eligible Customer via SMS whether the opt out request was successful or not.
8. For avoidance of doubt, until and unless Eligible Customer receives CIMB’s confirmation SMS of successful opt out, the Eligible Customer is still enrolled for the Moratorium program, and therefore no repayment/payment for the loan account is required.
9. If the Eligible Customer continues to make the monthly repayment/payment for the loan account, such monthly repayment/payment shall be treated as advance payment, which shall be reflected on the first installment due date after the moratorium period on December 1, 2020.
10. Participating Customer(s) will be enrolled into the Moratorium and enjoy a moratorium or relief from their monthly repayment/payment for their loan subject to these Terms and Conditions.

**MORATORIUM MECHANICS**

11. Eligible Customer is entitled to exercise the Moratorium for all the Participating Products that they have, provided each Participating Product satisfies the Eligibility Criteria in Clause 2 above.

12. Upon expiry of the Moratorium Period, Participating Customer must resume repayment/ payment of their Participating Product with effect from 1<sup>st</sup> December 2020.
13. As a measure to ease the financial burden of all Eligible Participants, CIMB will not require monthly repayment/payment during the Moratorium Period and will not compound any interest accrued for all Participating Products during the Moratorium Period. If the Eligible Participant provides explicit consent, the amount due for October 1 and November 1 can be settled until December 31, 2020. See illustration (A) below. Eligible Participant may opt in for this option by sending "PAY <space> <last name>" to 09191611291 on or before October 27, 2020. Ex: PAY CRUZ. The Eligible Customer must send the message using the mobile number registered with CIMB Bank Philippines. Otherwise, the Eligible Customer can call the Customer Care Team by dialing #2464 (#CIMB).

For avoidance of doubt, if CIMB does not receive the confirmation for **Payment of installment due on or before December 31, 2020 (no maturity extension)** by October 27, 2020, only interest will be accrued during the Moratorium Period. Interest accrued during the moratorium period will be staggered across the remaining tenor of the loan and the maturity will be extended by two (2) months. See illustration (B) below.

Illustrated below are the options of the Eligible Participant to settle the amount outstanding:

- (A) Payment of installment due on or before December 31, 2020. Client can settle the amount highlighted below (i) and (ii) on or before December 31, 2020. See sample illustration below.

#### Sample Illustration

Loan Amount: Php 50,000  
Interest Rate: 36%  
Tenor: 12

Period	Interest Accrual Start Date	Interest Accrual End Date	Due Date (Displayed in the App)	Outstanding Principal	Total Installment	Installment Principal	Installment Interest
1	8/5/2020	8/31/2020	9/1/2020	50,000.00	5,023.10	3,673.10	1,350.00
2	9/1/2020	9/30/2020	10/1/2020	46,326.90	(i) 5,023.10	3,633.29	1,389.81
3	10/1/2020	10/31/2020	11/1/2020	42,693.61	(ii) 5,023.10	3,699.60	1,323.50
4	11/1/2020	11/30/2020	12/1/2020	38,994.01	5,023.10	3,853.28	1,169.82
5	12/1/2020	12/31/2020	1/1/2021	35,140.73	5,023.10	3,933.74	1,089.36
6	1/1/2021	1/31/2020	2/1/2021	31,206.99	5,023.10	4,055.68	967.42
7	2/1/2021	2/28/2020	3/1/2021	27,151.31	5,023.10	4,262.86	760.24
8	3/1/2021	3/31/2020	4/1/2021	22,888.45	5,023.10	4,313.56	709.54
9	4/1/2021	4/30/2020	5/1/2021	18,574.89	5,023.10	4,465.85	557.25
10	5/1/2021	5/31/2020	6/1/2021	14,109.04	5,023.10	4,585.72	437.38
11	6/1/2021	6/30/2020	7/1/2021	9,523.32	5,023.10	4,737.40	285.7
12	7/1/2021	7/31/2020	8/1/2021	4,785.92	4,934.28	4,785.92	148.36

Client may opt in for this option (A) on or before October 27, 2020.

- (B) If CIMB does not receive the confirmation for **Payment of installment due on or before December 31, 2020** by October 27, 2020, the loan account will accrue interest during the moratorium period October 1

to November 30, 2020. In the illustration below, the total accrued interest during the moratorium period is 2,604.31 (October: 1,323.50 and November: 1,280.81). This total accrued interest will be staggered across the remaining tenor of the loan and the maturity of the loan will be extended by two (2) months.

The increased installment amount will be due starting January 1, 2021 onwards. See sample illustration below.

### Sample Illustration

Loan Amount: Php 50,000  
Interest Rate: 36%  
Tenor: 12

Period	Interest Accrual Start Date	Interest Accrual End Date	Due Date (Displayed in the App)	Outstanding Principal	Total Installment	Installment Principal	New Installment Interest (inclusive of additional interest)	Accrued Interest	Moratorium Additional Interest (for reference)
1	8/5/2020	8/31/2020	9/1/2020	50,000.00	5,023.10	3,673.10	1,350.00	1,350.00	
2	9/1/2020	9/30/2020	10/1/2020	46,326.90	5,023.10	3,633.29	1,389.81	1,389.81	
3	10/1/2020	10/31/2020	11/1/2020	42,693.61	0.00	0.00	0.00	1,323.50	
4	11/1/2020	11/30/2020	12/1/2020	42,693.61	0.00	0.00	0.00	1,280.81	
5	12/1/2020	12/31/2020	1/1/2021	42,693.61	<b>5,283.53</b>	3,699.60	1,583.93	1,323.50	260.43
6	1/1/2021	1/31/2021	2/1/2021	38,994.01	<b>5,283.53</b>	3,814.29	1,469.25	1,208.81	260.43
7	2/1/2021	2/28/2021	3/1/2021	35,179.73	<b>5,283.53</b>	4,038.07	1,245.46	985.03	260.43
8	3/1/2021	3/31/2021	4/1/2021	31,141.66	<b>5,283.53</b>	4,057.71	1,225.82	965.39	260.43
9	4/1/2021	4/30/2021	5/1/2021	27,083.95	<b>5,283.53</b>	4,210.58	1,072.95	812.52	260.43
10	5/1/2021	5/31/2021	6/1/2021	22,873.37	<b>5,283.53</b>	4,314.03	969.51	709.07	260.43
11	6/1/2021	6/30/2021	7/1/2021	18,559.34	<b>5,283.53</b>	4,466.32	817.21	556.78	260.43
12	7/1/2021	7/31/2021	8/1/2021	14,093.02	<b>5,283.53</b>	4,586.22	697.31	436.88	260.43
13	8/1/2021	8/31/2021	9/1/2021	9,506.81	<b>5,283.53</b>	4,728.39	555.14	294.71	260.43
14	9/1/2021	9/30/2021	10/1/2021	4,778.42	<b>5,182.20</b>	4,778.42	403.78	143.35	260.43

Note: Period 2 amount of 5,023.10 will be due on December 1, 2021 instead of October 1, 2020.

\* Spread-out Accrued Interest is computed as:

Spread-out Accrued interest = total accrued interest during moratorium period / remaining tenor  
e.g. **2,604.31** (total accrued interest during moratorium period) / **10** (remaining tenor) = **260.43**

\*\* New Monthly Installment is computed as:

New Monthly Installment = Monthly Installment + Spread-out Accrued Interest  
e.g. **5,023.10** (Monthly Installment) + **260.43** (Spread-out Accrued Interest) = **5,283.53**

After the end of the Moratorium period, the Participating Customer is required to pay the original monthly repayment/payment amount plus the spread-out accrued interest during the Moratorium Period. The revised terms of your loan will be available in your CIMB Bank PH mobile app by 30<sup>th</sup> Oct 2020.

### GENERAL TERMS AND CONDITIONS

14. The loan customer agrees that by participating in the Moratorium, they:

- (a) have accessed, read and confirm their agreement to these Terms and Conditions;
  - (b) consent to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at [www.cimbbank.com.ph](http://www.cimbbank.com.ph);
  - (c) agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of the Moratorium, including the Eligibility Criteria and Participating Products shall be final, binding and conclusive; and
  - (d) agree that CIMB shall not be liable or held responsible to the Eligible Customer(s)/ Participating Customer(s) if CIMB is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:
    - i. the failure of any mechanical or electronic device, data processing system or transmission line;
    - ii. electrical failure;
    - iii. industrial dispute, war, strike or riot;
    - iv. any act of God beyond CIMB's control; or
    - v. any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
15. The Participating Customer(s) will be disqualified from participating in the Moratorium during the Moratorium Period and/or before the Moratorium Period if:
- (a) The Eligible Customer(s)/Participating Customer(s) is in breach of the terms and conditions governing the Participating Product(s) save and except default in repayment for not more than ninety (90) days;
  - (b) The Participating Product is terminated or closed or is subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
  - (c) The Participating Product is delinquent (save and except default in repayment/payment for not more than ninety (90) days), invalid or cancelled by the Participating Customer(s) or CIMB Bank.
16. CIMB shall have the right to disqualify any Participating Customer(s) that it determines to be:
- (a) tampering with the participation process; and/or
  - (b) acting in breach of these Terms and Conditions.
17. To the extent permitted by law, CIMB shall not be liable to any Eligible Customer(s)/Participating Customer(s) or any party for any loss or damage (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:
- (a) The Eligible Customer(s)/Participating Customer(s) participation or non-participation in the Moratorium; and/or
  - (b) Any non-receipt or delayed receipt by the Eligible Customer(s)/Participating Customer(s) of the SMS.
18. The Eligible Customer(s)/Participating Customer(s) must ensure their phone number in CIMB's records are current and updated. CIMB shall not be responsible to the Eligible Customer(s)/Participating Customer(s) for any loss arising therefrom, suffered or incurred if the mobile phone number maintained in CIMB's records is not current or correct.
19. (a) CIMB shall have right to vary, add, delete, or amend any of these Terms and Conditions ("Amendment") with prior notice to the Eligible Customer(s)/Participating Customer(s) via:
- i. announcement at CIMB's website; and/or
  - ii. notice at CIMB's branches; and/or
  - iii. advertisement in one newspaper of CIMB's choice; and/or
  - iv. by any other means of notification which CIMB may select.
- (b) The Amendment shall be considered as binding on the Eligible Customer(s)/Participating Customer(s) from the date as specified by CIMB in the notification.
  - (c) Eligible Customer(s)/Participating Customer(s) agree to access CIMB's website at regular intervals to view the terms and conditions of the Moratorium and to ensure that they are kept up-to date with any variation to these Terms and Conditions
20. CIMB will not be liable to the Eligible Customer(s)/Participating Customer(s) for any loss or damage suffered or incurred by the Eligible Customer(s)/Participating Customer(s) as a direct or an indirect result of the Amendment.
21. These Terms and Conditions:

- (a) shall prevail over any provisions or representations contained in any other materials advertising the Moratorium; and
  - (b) are to be read together with the prevailing terms and conditions of the Participating Products which shall apply in addition to these Terms and Conditions. If there is any conflict or inconsistency, these Terms and Conditions shall prevail to the extent of such conflict/inconsistency.
22. These Terms and Conditions and the Participating Products shall be subject to any prevailing laws, regulations and guidelines, directives, notices issued by BSP or any other body having supervisory authority over CIMB Bank.