## CIMB PRIME TERMS AND CONDITIONS

# 1. INCORPORATION OF THE GENERAL DEPOSIT TERMS AND CONDITIONS FOR UPSAVE, GSAVE, LAZSAVE, FAST PLUS, MAXSAVE OR OTHER FUTURE DEPOSIT ACCOUNTS (AS APPLICABLE)

- (a) The General Terms and Conditions (as may be amended from time to time) of the UpSave, GSave, LazSave, Fast Plus, MaxSave and other future deposit accounts to be included under CIMB Prime segment by CIMB Bank Philippines Inc. ("CIMB" or the "Bank") (as applicable) ("General Deposit Terms and Conditions") form an integral part of and have suppletory application to these CIMB Prime Terms and Conditions.
- (b) Should there be any irreconcilable conflict on a specific subject matter between the General Deposit Terms and Conditions and these CIMB Prime Terms and Conditions, the latter shall prevail.

# 2. ELIGIBILITY CRITERIA

(a) Participation in CIMB Prime is extended by way of an account upgrade by the Bank to select depositors based on the eligibility criteria below:

The Depositor uses his/her CIMB deposit accounts and maintains the minimum required total average daily balance (ADB) as provided under the CIMB Prime Segment Disclosure Sheet found on the CIMB Bank PH website [Segment Disclosure Sheet] of his/her Fast Plus, MaxSave, UpSave, GSave, and LazSave deposit accounts and any other future deposit products to be expressly included by the Bank under the CIMB Prime segment (the "Covered Deposit Accounts") in accordance with such criteria as may be prescribed by the Bank from time to time at its sole and absolute discretion ("Minimum Total ADB Requirement").<sup>1</sup>

- (b) Once classified as a CIMB Prime Depositor, a depositor shall no longer be eligible under any other segment of the Bank, such as CIMB Biz, unless otherwise allowed by the Bank in its sole determination.
- (c) The Bank reserves the right to change the eligibility criteria for CIMB Prime, including the Minimum Total ADB Requirement. Any change shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation through any of the means set forth under the Section on Communications in the General Terms and Conditions on Deposit.
- (d) The upgrade of the Depositor to a CIMB Prime Depositor is a privilege and not a right and is subject to the sole discretion of the Bank.
- (e) The status of the eligible Depositor as a CIMB Prime Depositor is subject to the periodic review and assessment by the Bank. Without limiting the list below, the following instances may lead to the disqualification or ineligibility of the Depositor as a CIMB Prime Depositor, without need of prior notice to the Depositor:

<sup>&</sup>lt;sup>1</sup> The Bank reserves the right to determine the number of eligible Depositors to be upgraded to CIMB Prime during the initial launch of the CIMB Prime Segment. The rest of the eligible depositors may be upgraded as CIMB Prime Depositors after the initial launch.

- 2.e.1. The Depositor's account/s (deposits and loans) with the Bank:
  - 2.e.1.1. is/are not in good standing; or
  - 2.e.1.2. is/are used for illegal or fraudulent activities as determined by the Bank; or
  - 2.e.1.3. is/are unsatisfactorily handled and maintained as determined by the Bank; or
- 2.e.2. The Depositor is in breach of any of these CIMB Prime Terms and Conditions; or
- 2.e.3. The Depositor is in breach of any terms and conditions governing any other product of the Bank; or
- 2.e.4. If there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue with CIMB Prime; or
- 2.e.5. The Depositor fails to maintain the Minimum Total ADB Requirement
- 2.e.6. The Depositor has voluntarily opted out of CIMB Prime participation.
- (f) Notwithstanding sub-clause (e) above, the Bank reserves the right to discontinue, suspend, or terminate the status of the Depositor as a CIMB Prime Depositor for any other reason, and the CIMB Prime Depositor shall be given prior notice pursuant to the Section on Communications in the General Deposit Terms and Conditions.
- (g) The Bank shall not be liable for any claim or compensation for any losses or damages suffered by the Depositor as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension of his/her eligibility as CIMB Prime Depositor and/or all or any of CIMB Prime's benefits and privileges, except to the extent that such loss, liability, claim, or damages directly and solely arises from the Bank's own gross negligence or willful misconduct as duly proven in a tribunal of competent jurisdiction. Further under no circumstances shall the Bank be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that the Depositor may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.
- (h) In case the CIMB Prime Depositor would like to opt out from the automatic upgrade of his/her CIMB Prime status, he/she may do so by contacting CIMB Bank Customer Contact Centers:

## Phone:

- For PLDT, Smart, and Talk n Text subscribers, you may call #2462 (#CIMB) or (+632) 8924-2462 on your phone.
- For Globe and TM subscribers, you may call us on our landline: +632-8924-2462. Telco charges apply.

## Website Help and Support:

- cimbbank.com.ph/gethelp
- CIMB Bank Mobile App: Go to Menu > Help Center > Need Help

# 3. CIMB PRIME BENEFITS AND PRIVILEGES

 (a) A CIMB Prime Depositor may refer to the CIMB Prime Segment Disclosure Sheet found on this link: <u>Segment Disclosure Sheet</u> or the full list of CIMB Prime benefits and privileges. To continue enjoying CIMB Prime benefits and privileges, a CIMB Prime Depositor shall maintain the Minimum Total ADB Requirement as may be prescribed by the Bank from time to time under the Segment Disclosure Sheet.

- (b) The Bank will notify a CIMB Prime Depositor if he/she fails to maintain the eligibility criteria of CIMB Prime, including the Minimum Total ADB Requirement. Failure to do so shall entitle the Bank to revert or remove some or all of the benefits and privileges under CIMB Prime, while maintaining his/her status as a CIMB Prime Depositor subject to Clause 4 of these Terms and Conditions, without need of prior notice to the Depositor.
- (c) The Bank may decide from time to time to change the Minimum Total ADB Requirement. The CIMB Prime Depositor shall be given prior notice pursuant to the Section on Communications under the General Deposit Terms and Conditions. Failure to meet the said updated Minimum Total ADB Requirement after its effectivity shall entitle the Bank to suspend the Depositor's entitlement to CIMB Prime benefits and privileges or terminate the Depositor's status as a CIMB Prime Depositor without need of prior notice to the Depositor.
- (d) Notwithstanding the foregoing, the Bank reserves the right to immediately suspend or terminate CIMB Prime benefits and privileges without need of notice in cases involving fraud, unlawful activity, breach of applicable laws or regulations, or any other circumstances deemed by the Bank to warrant prompt and immediate action.
- (e) The Bank reserves the right to terminate, cancel, amend, modify, revise, restrict, or suspend all or any of the CIMB Prime benefits and privileges. Any change shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation through any of the means set forth under the Section on Communications in the General Deposit Terms and Conditions on Deposit.
- (f) Preferential interest rates for a CIMB Prime Depositor shall take effect on the 1st day of the following month of account upgrade, if the automatic upgrade to the CIMB Prime segment does not occur on the 1st of the month. If the automatic upgrade occurs on the 1st day of the month, preferential interest rates will be applied immediately. If a CIMB Prime Depositor opens an additional Covered Deposit Account, such newly opened additional Covered Deposit Account shall be immediately entitled to the preferential interest rates for CIMB Prime.
- (g) Bonus interest rates for time deposit accounts, if any, are only applicable to new time deposit accounts opened after a successful upgrade to the CIMB Prime segment. Existing time deposit accounts opened prior to the CIMB Prime upgrade shall not be eligible for any bonus interest rates.

## 4. UPGRADE PROCESS AND MAINTENANCE REQUIREMENTS

#### (a) Assessment and Upgrade Period

CIMB shall evaluate depositors for CIMB Prime eligibility on a fixed schedule, i.e. every 26<sup>th</sup> day of every calendar quarter from January of each year (each cycle an "**Evaluation Cycle**"). Timeline details and illustrations for guidance are found under the Segment Disclosure Sheet.

Depositors who meet the Minimum Total ADB Requirement will be upgraded to CIMB Prime starting from the next Evaluation Cycle's first day.

Beginning January 2026, upon qualification and upgrade to the CIMB Prime segment, the CIMB Prime Depositor shall be classified as such for a minimum of twelve (12) months starting from the first day of the next Evaluation Cycle from the date of upgrade (the "**CIMB Prime Upgrade Period**").

### (b) Maintenance Requirements

Beginning January 2026, once upgraded to CIMB Prime, a CIMB Prime Depositor must maintain the Minimum Total ADB Requirement for at least **six (6) months out of the 12-month CIMB Prime Upgrade Period** to retain their CIMB Prime Depositor status beyond that period.

### (c) **CIMB Prime Partial Benefit Status**

A CIMB Prime Depositor who has been upgraded as such but is **unable to maintain the Minimum Total ADB Requirement for all three (3) months in a calendar quarter within the CIMB Prime Upgrade Period** may still retain his/her status as a CIMB Prime Depositor but will not be entitled to the preferential deposit and lending rates, while all other benefits remain applicable. For more information on applicable benefits and privileges under a CIMB Prime Partial Benefit Status, please refer to the Segment Disclosure Sheet.<sup>2</sup>

### (d) Reinstatement of Full CIMB Prime Benefits

If a CIMB Prime Depositor under a Partial Benefit Status meets the required Minimum Total ADB Requirement again for all three (3) months in a calendar quarter prior to a succeeding Evaluation Cycle during the present CIMB Prime Upgrade Period, they will regain full CIMB Prime benefits upon the start of such succeeding Evaluation Cycle.

## (e) Renewal of CIMB Prime Upgrade Period

A CIMB Prime Depositor must maintain his/her compliance with CIMB Prime eligibility criteria and meet the Minimum Total ADB Requirement for **at least six (6) out of the twelve (12) months within the CIMB Prime Upgrade Period** in order to retain his/her status as a CIMB Prime Depositor for another 12-month period beginning on the first day of the month following the customer's individual anniversary evaluation. Otherwise, his/her CIMB Prime Depositor status shall be terminated, and the CIMB Prime benefits and privileges shall no longer apply.

## 5. TERMINATION OF CIMB PRIME BENEFITS AND PRIVILEGES

- (a) Upon termination of CIMB Prime benefits and privileges due to instances set forth in these Terms and Conditions, the Bank shall have the right to revert to the deposit interest rates, impose charges or fees, and the standard deposit product features applicable to a non-CIMB Prime deposit account.
- (b) The Bank also reserves the right, at its sole discretion, to discontinue the CIMB Prime segment entirely, thereby terminating all associated benefits and privileges for all customers, with prior notice in accordance with applicable laws and regulations

<sup>&</sup>lt;sup>2</sup> Implementation of the CIMB Prime Partial Benefit Status will begin in 2026. CIMB Prime Depositors who are unable to maintain the Minimum Total ADB Requirement for at least three (3) months within the CIMB Prime Upgrade Period for year 2025 shall still enjoy the preferential deposit and lending rates applicable for CIMB Prime.

## 6. SERVICE AND OTHER BANK CHARGES

(a) The CIMB Prime Depositor shall be given prior notice in case of imposition by the Bank of any fee or charge in connection with qualifications to CIMB Prime or with the benefits and privileges associated with CIMB Prime, and such fee or charge shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation. The rates of fees and charges, if any, shall be made available on the CIMB Prime Segment Disclosure Sheet found here: <u>Segment Disclosure Sheet</u>