

HONG LEONG BANK BERHAD DIGITAL ADVERTISING FOR SMES PROGRAM

PROGRAM PERIOD

The Hong Leong Bank Berhad (“HLB”) “Digital Advertising For SMEs Program” (“Program”) commences on **29 May 2017** and ends on **31 December 2018**, both dates inclusive (“Program Period”), unless notified otherwise.

TERMS AND CONDITIONS (“T&Cs”)

The following sets out the terms and conditions applicable to the Program.

ELIGIBILITY

1. The Program is only applicable at Klang Valley, Johor Bahru and Penang HLB Branches as specified in Appendix 1 annexed to this T&Cs (“**Participating Branches**”) and is open to all new and existing HLB Malaysian micro Small and Medium-sized Enterprises (“SME”) customers, i.e. Sole Proprietorships, Partnerships and Private Limited companies (i.e. companies with “Sdn Bhd” in their names) (“**Accountholders**”). Individual customers of HLB or Hong Leong Islamic Bank Berhad (“**HLISB**”) are not eligible to participate in this Program.
2. Accountholders who are employees of HLB or HLISB whether on permanent or on contractual basis, employees of any partners, representatives or agents (including external auditors, vendors, suppliers, advertising and promotion agents) and their respective immediate family members (e.g. spouse, children, parent, brother and/or sister) who are directly and/or indirectly involved in the organization of the Program shall **NOT** be eligible to participate in the Program. The ineligibility shall also be extended to Joint Accountholders.

PROGRAM MECHANICS

3. In order to participate in this Program, the Accountholders are required to be Hong Leong Community Business Banking customer by fulfilling any one (1) of the following:-
 - (a) for new HLB Accountholders, to open either HLB BizOne Current Account, HLB PowerSME Current Account, HLB Conventional Current Account or HLISB Islamic Current Account (“**Eligible Accounts**”) at the Participating Branches (Appendix 1) and sign up for Hong Leong Connect First (e-payment module only) and have the Hong Leong Connect First successfully registered during the Program Period; or
 - (b) for existing HLB Accountholders who have the Eligible Accounts but do not have Hong Leong Connect First (e-inquiry or e-payment module), the Accountholders is required to sign up for Hong Leong Connect First (e-payment module only) and have the Hong Leong Connect First successfully registered during the Program Period; or
 - (c) for existing HLB Accountholders who have the Eligible Accounts and Hong Leong Connect First (e-inquiry or e-payment module), the Accountholders must take up any one (1) of the following products or services;
 - (i) apply for Merchant terminal(s) and have the terminal(s) successfully deployed; or
 - (ii) apply for BizOne Overdraft facility against Fixed Deposit and have the loan accepted; or
 - (iii) apply for Business Cash Loan and have the loan accepted; or
 - (iv) apply for Business Mortgage Loan and have the loan accepted; or
 - (v) apply for Business Auto Loan and have the loan accepted; or
 - (vi) apply for Business Complete Shield

For the purpose of this Program, Accountholders who have fulfilled any one (1) of the criteria specified under Clauses 3(a), 3(b) or 3(c)(i) to (vi) above shall be referred to as the **Eligible Accountholders**.

4. Eligible Accountholders who meet any one (1) of the terms as stated in Clauses 3(a), 3(b) or 3(c)(i) to (vi) above will be eligible to participate in this Program to enjoy the subsidized digital screens advertising cost via existing Malaysia's largest Out-Of-Home (OOH) digital network located at Klang Valley, Johor Bahru and Penang. The lists of digital screens networks available are specified in Appendix 2 annexed to this T&Cs and are subject to changes from time to time. The Accountholders are required to log on to HLB's website at www.hlb.com.my/SMEad ("**HLB's Website**") to view the latest list of digital screens networks made available for this Program.
5. To ease the selection of the digital screens networks and locations by the Eligible Accountholders, the digital screens networks and locations are packaged based on the available digital screens networks for the purpose of this Program ("**Package**") and is subject to availability at the time of selection of the Package as desired by the Eligible Accountholders. The name and contact details of the Eligible Accountholders shall be provided by HLB to MediaVest Worldwide ("**Agent**") and the Agent shall only approach the Eligible Accountholders after the receipt of the name and contact details of the Eligible Accountholders pursuant to this Program.
6. Advertisement content is subject to final approval by the relevant authority or concession owner or building owner or equivalent and HLB together with the Agent shall not be responsible or held liable in the event that the advertisement(s) are rejected or are subject to any penalties and/or fines by the relevant authority or concession owner or building owner as the case may be for any reason whatsoever. The respective Malaysia Code of Advertising Practice and terms and conditions of various media assets (collectively known as "Code") will apply and HLB shall not be held responsible or liable in the event of breach of such Code by any parties for any reasons whatsoever.
7. Any complaint and/or dispute arising out of or in relation to the advertisement placed by the Eligible Accountholders and/or any dispute in relation to the Agent's Terms (as defined below) to which the Eligible Accountholders are subject, shall be settled directly between the Eligible Accountholders and the Agent without recourse to HLB and HLB shall not be held liable or responsible for any losses or damages or claim and/or other relevant damages arising therefrom.
8. The visuals and marketing terminologies specified and featured in all marketing materials pertaining to this Program are for illustration purposes only. For the avoidance of doubt, the total cost incurred by the Eligible Accountholders for this Program is subject to the type of digital screens network(s) selected and the duration of the advertisement based on the Package made available for this Program. In the event if the Eligible Accountholders would require content development from the Agent, additional cost of not more than Ringgit Malaysia Eight Hundred (RM800) not inclusive of GST will incur for ten (10) to fifteen (15) seconds of content. Eligible Accountholders may appoint their own creative agency at their own cost to develop the advertisement content and thereafter to be provided to the Agent prior to the live advertisement.
9. The Agent shall notify the Eligible Accountholders via telephone calls or emails or any other method deemed appropriate on the availability of the selected Package. Upon confirmation of the availability of the selected Package, the Eligible Accountholders shall make payment by way of Interbank Giro (IBG) or Cash Deposit Machine or any other payment method as may be determined by the Agent and HLB for the selected Package and the additional cost incur for the content development by the Agent (if applicable) within 24 hours from the time of receiving the payment account details of the Agent via email or the time frame as may be determined by the Agent and the Eligible Accountholders will need to submit proof of payment by e-mailing the relevant receipt(s) or statement(s) evidencing the full settlement of the payment to customerservice@brandxcess.com once payment has been made, failing which HLB and the Agent shall not be responsible in the event of non-availability of the Package due to the delay of full payment by the Eligible Accountholders..

For the avoidance of doubt, it is essentially the obligation of the Accountholders to provide their latest and accurate telephone / mobile numbers and/or e-mail addresses and the Agent and HLB shall not be responsible in the event that the Eligible Accountholders cannot be contacted by the Agent and/or HLB for any reasons whatsoever.

10. Upon successful payment to the Agent, the Eligible Accountholders agree to be bound by the Agent's terms and conditions and/or policy ("**Agent's Term**") governing the digital screen advertisement as prescribed by the Agent below:

- (a) The Packages of the digital screens are subject to availability at the time of booking and the Agent and/or HLB does not guarantee the availability of the digital screens network, location, packages or promotional rates.
- (b) The Agent accepts payment via Internet Bank Giro or Cash Deposit Machine. The Eligible Accountholders will need to submit proof of payment by e-mailing the relevant receipt(s) or statement(s) evidencing the full settlement of the payment to customerservice@brandxcess.com once payment has been made. All Eligible Accountholders will be given 24 hours to make the payment transaction from the time of receiving the payment account details of the Agent via email or the time frame as may be determined by the Agent together with the receipt(s) or statement(s) as mentioned above, failing which HLB and the Agent shall not be responsible in the event of non-availability of the Package due to the delay of full payment by the Eligible Accountholders.
- (c) The Agent practices a non-cancellation policy. All successful transactions / payment are not subject to refund or credit and any appeal for the refund of payment will not be entertained. Changes of advertisement date ("New Date") are allowed but subject to availability and it is on a first-come, first-served basis. In the event that the New Date is not available, it is essentially the obligation of the Eligible Accountholders to contact the Agent's customer service number at 03-7728 2122 (Monday to Friday, 9 a.m. to 5 p.m. only) or e-mail to customerservice@brandxcess.com for further arrangement without recourse to HLB. The Eligible Accountholders must notify the Agent (in writing) with the commencement of the New Date at least 7 working days before the original advertisement start date.
- (d) The Agent and/or HLB does not warrant the accuracy, timeliness, performance, effectiveness, completeness or suitability of the information or content obtained from the actual media owners and/or screen providers and operators of the ecosystem ("Third Party"), and materials found, posted or offered on the site for any particular purpose. The Eligible Accountholders acknowledge that such information and materials are presented on an "AS IS" basis and may contain inaccuracies or errors and the Agent and/or HLB expressly exclude liability for any such inaccuracies and errors to the fullest extent permitted by law. The screening of commercial(s) on digital screens are subject to the approval by but not limited to relevant authorities, local councils, concession owners and property owners. Submission of advertisement materials by the Eligible Accountholders must be at least 10 working days before advertisement start date.
- (e) Prefix advertising material template and creative assistance is available for the Eligible Accountholders who opt for content development by the Agent, and will be chargeable at a fee of not more than Ringgit Malaysia Eight Hundred (RM800) not inclusive of GST for template adaptation. The Eligible Accountholders are allowed up to a maximum of two (2) revisions during the material production period, after which a surcharge of Ringgit Malaysia Two Hundred and Fifty (RM250) for each revision will be imposed for subsequent revisions and authorities approval submissions. Should the Eligible Accountholders need to make changes to the final approved advertisement, there will be a charged fee of Ringgit Malaysia Two Hundred and Fifty (RM250) for the extra service and 5 working days are required for amendments to be made. Effective from 1st June 2017, a fee of RM30.00 is imposed on each creative material submission to Dewan Bahasa and Pustaka (DBP) for approval. This is applicable for outdoor advertising medium (such as 'papan iklan luar', 'iklan tiang' and 'iklan elektronik' defined by DBP) in Malaysia.
- (f) The Eligible Accountholders warrants that the advertising and program material submitted or displayed:
 - (i) Contains no false or unwarranted claim for any product and/or service and contain of defamatory or abusive statements
 - (ii) Does not infringe the copyright or other intellectual property rights of any third party
 - (iii) Comply with all requirements for payments of royalties or license fees or any other payments in respect of any third party rights
 - (iv) Comply with the prevailing advertising regulations of the country and respective states and consist of the mandatory inclusion of the national language, Bahasa Malaysia. All materials must

be submitted for relevant authorities approvals 12 working days before advertisement in-charge and make time for creative amendments based on authorities' feedback to avoid any delays.

- (g) The Eligible Accountholders shall at all time upon the request of the Agent, agree to provide to the Agent the advertising matter, which comply with and conform to any regulations delegated legislation, guidelines or Code of Ethics by any government bodies, agencies or other relevant authorities.
- (h) The Agent reserves the right to temporarily suspends the normal workings of the site for maintenance and upgrading purposes. The Agent disclaims any loss of revenue, actual or anticipated, suffered by the Eligible Accountholders due to such suspension of site.
- (i) Should any of the package screens are identified for the sudden reinforcement for National or Government civic airing, the Agent will inform the Eligible Accountholders prior to such event, and the Eligible Accountholders shall receive an extension of the campaign duration (i.e. the duration where the Eligible Accountholder's advertisement will be play on the digital screen) in accordance to the campaign downtime (i.e. the non play duration of the Eligible Accountholder's advertisement) that is affected by the National or Government civic campaigns.
- (j) The Eligible Accountholders may not transfer, sub-contract or otherwise deal with their rights and/or obligations under these terms and conditions.

11. The Agent's Terms are beyond HLB's control and are determined by the Agent. Any dispute arising out of the Agent's Terms shall be settled directly by the Eligible Accountholders with the Agent without recourse to HLB.

GENERAL

12. By participating in the Program, the Accountholders:-

- a. agree to have read, understood and be bound by the T&Cs herein;
- b. confirm and warrant that they are authorized to disclose the relevant personal information of their contact person(s) to the Agent pertaining to this Program;
- c. agree to be bound by the terms and conditions of the Agent or such other terms and conditions in respect of the Program as may be imposed by the Agent at any time or from time to time in relation thereto;
- d. HLB's decision on all matters relating to the Program shall be final and binding on all Accountholders and no further correspondence and/or appeal to dispute such decisions will be entertained;
- e. hereby give their consent to and authorize HLB to disclose their registered business names, business registration number and contact person's name, contact number or mobile number and email address of the contact person and any relevant and required information to the Agent and/or any other service provider engaged by HLB for the purpose of managing and running the Program.
- f. agree to access the HLB's Website at regular time intervals to view the T&Cs and the available Packages and list of networks and ensure to be kept up-to-date on any change or variation to the T&Cs; and
- g. agree to be personally liable for all taxes, government fees or any other charges that may be levied against them by the Agent under the applicable laws, if any, in relation to the Program.

13. HLB reserves the rights to:

- h. disqualify any Accountholders/Eligible Accountholders for any reason whatsoever as HLB may in its absolute discretion deems fit from participating in this Program;
- i. forfeit the Program offering in the event there is non-compliance of the T&Cs herein by the Accountholders/Eligible Accountholders;
- j. add, delete, suspend or vary the T&Cs contained herein, either wholly or in part, at HLB's absolute discretion by way of posting on HLB's Website, or in any manner deemed suitable by HLB at any time with twenty-one (21) calendar days' prior notice to the Accountholders.
- k. Accountholders or Eligible Accountholders who have committed or are suspected of committing any fraudulent or wrongful acts in relation to the Eligible Accounts held in relation to any of the facilities

granted by HLB or have been declared bankrupt (pursuant to a petition by either Banks or by any third party) or are subject to any bankruptcy proceedings at any time prior to or during the Program Period shall **NOT** at HLB's absolute discretion be eligible to participate in the Program.

- l. The T&Cs stated herein are to be read together as a whole with the General Terms and Conditions of Accounts for Eligible Accounts, and any other relevant terms and conditions as HLB may impose from time to time with prior notice.
- m. In the event of any discrepancy between the T&Cs and any advertising, promotional, publicity and other materials relating to or in connection with the Program, the final T&Cs on HLB's Website shall prevail.
- n. The T&Cs shall be governed by and construed in accordance with the laws of Malaysia and Accountholders agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

14. Words denoting one gender include all other genders and words denoting the singular include the plural and *vice versa*.

The Eligible Accounts are eligible for protection by PIDM

APPENDIX 1

Participating branches in Klang Valley, Johor Bahru and Penang is specified below;

No	Location	State
1	Kuala Lumpur Main	WP
2	Jalan Ipoh	WP
3	Petaling Street	WP
4	Menara Raja Laut	WP
5	Jalan Kenanga	WP
6	Jalan Imbi	WP
7	Bukit Bintang	WP
8	Pasar Road	WP
9	Southgate	WP
10	Raja Laut	WP
11	Jalan Tun Razak	WP
12	Cheras	WP
13	Taman Midah	WP
14	Balakong	SEL
15	Pandan Indah	WP
16	Bandar Sungai Long	SEL
17	Taman Sri Tanming, Cheras	SEL
18	Bandar Sri Permaisuri	SEL
19	Bandar Mahkota Cheras	SEL
20	Balakong	SEL
21	Tun Hussein Onn	SEL
22	Taman Segar, Cheras	WP
23	Taman Maluri	WP
24	Pandan Perdana	WP
25	Pandan Jaya	WP
26	Taman Suntex Cheras	SEL

27	Taman Tun Dr Ismail	WP
28	Jalan Othman, Petaling Jaya	SEL
29	SS2 PJ	SEL
30	PJ City	SEL
31	Dataran Sunway	SEL
32	Petaling Jaya	SEL
33	Petaling Jaya New Town	SEL
34	Damansara Utama	SEL
35	SS23	SEL
36	Aman Suria	SEL
37	Paramount Garden	SEL
38	Damansara Perdana	SEL
39	Petaling Jaya 14	SEL
40	Giza Dataran Sunway	SEL
41	Klang	SEL
42	Bandar Bukit Tinggi, Klang	SEL
43	Jalan Kapar, Klang	SEL
44	Port Klang	SEL
45	Bandar Baru Klang	SEL
46	Bandar Botanic, Klang	SEL
47	Kapar, Klang	SEL
48	Pandamaran	SEL
49	Sri Andalas	SEL
50	Taman Sentosa, Klang	SEL
51	Banting	SEL
52	Teluk Pulai	SEL
53	Tanjung Sepat	SEL
54	Kepong	WP
55	Rawang	SEL
56	Selayang	SEL
57	Kepong Industrial Park	WP
58	Desa Jaya, Kepong	WP
59	Bukit Rahman Putra, Sg Buloh	SEL
60	Sungai Buloh	SEL
61	Taman Sri Sinar, Segambut	WP
62	Menjalara (Medan Putra)	WP
63	Sungai Buloh New Village	SEL
64	Aman Puri	WP
65	Serendah	SEL
66	Selayang	WP
67	Puchong	SEL
68	Puchong Jaya	SEL
69	Bandar Puteri Puchong	SEL
70	Seri Kembangan	SEL

71	Puchong	SEL
72	Pusat Bandar Puchong	SEL
73	Jalan Besar, Seri Kembangan	SEL
74	Taman Equine	SEL
75	Bukit Jalil	WP
76	Bukit Serdang	SEL
77	Puchong Prima	SEL
78	Taman Puncak Jalil	SEL
79	Jalan Kuchai Lama	WP
80	Jln Mega Mendung	WP
81	Bandar Baru Seri Petaling	WP
82	Jalan Kelang Lama	WP
83	Bangsar	WP
84	Briekfields	WP
85	Publika Solaris	WP
86	Desa Sri Hartamas	WP
87	Mid Valley	WP
88	Taman Danau Desa	WP
89	Salak South	WP
90	Lucky Garden, Bangsar	WP
91	Taman Sungai Besi	WP
92	Setapak	WP
93	Ampang	SEL
94	Taman Sri Rampai	WP
95	Bandar Baru Ampang	SEL
96	Taman Putra, Ampang	SEL
97	Batu Caves	SEL
98	Sri Gombak	SEL
99	Sentul	WP
100	Wangsa Maju	WP
101	Wangsa Link	WP
102	Taman Melawati	WP
103	Ukay Perdana	SEL
104	Subang Jaya	SEL
105	USJ	SEL
106	Bandar Sunway	SEL
107	Kota Kenmuning	SEL
108	Shah Alam	SEL
109	Shah Alam Perbahan	SEL
110	Setia Alam	SEL
111	Kelana Jaya	SEL
112	SS19 Subang Jaya	SEL
113	Putra Heights	SEL
114	Sekinchan	SEL

115	Kuala Selangor	SEL
116	Penang	PNG
117	Bayan Baru	PNG
118	Pulau Tikus	PNG
119	Penang Burmah Road	PNG
120	Jelutong	PNG
121	Sungai Dua, Penang	PNG
122	Leboh Tengku Kudin 1, Jelutong	PNG
123	Penang, Times Square	PNG
124	Sg Ara, Penang	PNG
125	Jalan Fettes, Penang	PNG
126	Jalan Burmah	PNG
127	Bayan Baru	PNG
128	Bandar Baru Ayer Itam	PNG
129	Balik Pulau	PNG
130	Jalan Ong Yi How, Butterworth	PNG
131	Prai	PNG
132	Bukit Mertajam	PNG
133	Prai, Tmn Inderawasih	PNG
134	Butterworth	PNG
135	Butterworth	PNG
136	Sungai Dua	PNG
137	Taman Chai Leng, Prai	PNG
138	Alma Bukit Mertajam	PNG
139	Auto City-Juru Prai	PNG
140	Nibong Tebal	PNG
141	Sungai Bakap	PNG
142	Simpang Ampat	PNG
143	Song Ban Keng	PNG
145	Kluang	JOHOR
146	Batu Pahat	JOHOR
147	Muar	JOHOR
149	Segamat	JOHOR
150	Batu Pahat	JOHOR
151	Mersing (Johor)	JOHOR
152	Tangkak	JOHOR
153	Yong Peng	JOHOR
154	Labis	JOHOR
155	Taman Nusa Bestari Jaya, JB	JOHOR
156	Skudai	JOHOR
157	Taman University, Skudai	JOHOR
158	Kulai	JOHOR
159	Bukit Indah	JOHOR
160	Taman Sutera Utama	JOHOR

161	Taman Setia Tropika	JOHOR
162	Austin Heights	JOHOR
163	Taman Tampoi Indah	JOHOR
164	Tampoi	JOHOR
165	Gelang Patah	JOHOR
166	Senai	JOHOR
167	Kota Tinggi	JOHOR
168	Kulai	JOHOR
169	Taman Johor Jaya	JOHOR
170	Taman Sri Tebrau	JOHOR
171	Johor Bahru	JOHOR
172	Johor Bahru Jalan Station	JOHOR
173	Taman Abad	JOHOR
174	Taman Pelangi	JOHOR
175	Permas Jaya	JOHOR
176	Masai	JOHOR
177	Desa Cemerlang	JOHOR
178	Taman Molek	JOHOR
179	Pasir Gudang	JOHOR
180	Pontian	JOHOR