

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

This Campaign is organised by Malayan Banking Berhad (Registration No. 196001000142 (3813-K)) (“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 1 August 2021 (12.00AM) to 31 January 2022 (11.59PM) (“Campaign Period”).

### Definition

“Maybank”	means Malayan Banking Berhad (Registration No. 196001000142 (3813-K)), a company incorporated in Malaysia and having its registered office at 14 <sup>th</sup> Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.
“Campaign”	means the Top Up Payroll Business Account Campaign.
“Campaign Period”	means the period from 1 August 2021 (12.00AM) until 31 January 2022 (11.59PM), both dates inclusive.
“Eligible Customer(s)”	means any customer fulfilling the requirements in Clause 1(a) below.
“Payroll Account”	means the Maybank account which the customers use to debit the payroll amount.
“Active in Payroll Transaction”	means the customers that performed the payroll transaction for every respective month during the entire Campaign Period via the selected payroll platforms i.e. M2uBiz Bulk Payment, Maybank Autocredit (MAS) and M2e Regional Cash Management System.

### Eligibility

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

## Campaign Mechanics

### Campaign Interest

2. The Eligible Customers shall earn an interest on the incremental average daily balance (“Incremental ADB”) in the Payroll Account for each respective month during the Campaign Period (“Campaign Interest”).
- 3.

Conventional Accounts	PIDM Insurability Status
<ul style="list-style-type: none"> <li>• Corporate Current Account</li> <li>• SME First Account</li> <li>• Basic Current Account for SME</li> </ul>	<ul style="list-style-type: none"> <li>• Malayan Banking Berhad and Maybank Islamic are members of PIDM.</li> <li>• Protection by PIDM is subject to insurability criteria. Please refer to the list of insured deposits at <a href="http://www.maybank2u.com.my">www.maybank2u.com.my</a> for further details.</li> </ul>

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 2021 (“Baseline”).

#### 4.1 Baseline

- |                        |  |
|------------------------|--|
| i) New customers       | : Baseline = ADB would be considered as zero.          |
| ii) Existing customers | : Baseline = Average Daily Balance (ADB) of July 2021. |

#### 4.2 Average Daily Balance (ADB)

- |                        |  |
|------------------------|--|
| i) New customers       | : For Payroll Accounts opened <b>during</b> 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 the calendar month divided by the number of days in that month. |
| ii) Existing customers | : For Payroll Accounts opened <b>before</b> 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. The Incremental ADB must be RM100,000 and a maximum of RM1,000,000.00 for the Payroll Account.
6. The Eligible Customers must also maintain a 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 use Maybank as a main banker, the customer will get additional interest rates based on the incremental ADB as per Table 1 below.
9. Using Maybank as a Main Banker means the customer uses any one of the payroll platforms i.e M2uBiz Bulk Payment, Maybank Autocredit (MAS) or M2e Regional Cash Management System to perform the transaction for payment of utilities bills (electrical bills, water bills and so on) and payment to statutory bodies every month (KWSP, LHDN and so on).
10. If the Eligible Customers holds either a Merchant or Business Loan, the customer will get additional interest rates based on the incremental ADB as per Table 1 below.

Incremental ADB (RM)	Payroll only	Payroll & Merchant OR Business Loan	Payroll & Use Maybank as main banker
RM100K to RM300K	0.10% p.a	An additional 0.05% p.a	An additional 0.05% p.a
> RM300K to RM1M	0.25% p.a	An additional 0.10% p.a	An additional 0.05% p.a

Table 1: Incremental ADB

Note:

1. The Campaign Interest rate is calculated based on the 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):

The 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 days in a month starting from the month that the customer opens the current account.

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

^Leap year = 366 days in a year

Non-leap year = 365 days in a year

**Sample 1**

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

Range	Interest Rate Payroll Only	With Merchant or Business Loan	Use Maybank as main banker	Calculation	Interest Earned (RM)	Campaign Type
RM100K to RM300K	0.10%	No	No	Max. RM250,000 Incremental ADB x 0.10% x 30/365	20.54	Top Up Payroll Business Account (Multi-Tier)
RM100K to RM300K	0.10%	Yes	No	Max. RM250,000 Incremental ADB x 0.15% x 30/365	30.82	
RM100K to RM300K	0.10%	No	Yes	Max. RM250,000 Incremental ADB x 0.15% x 30/365	30.82	
RM100K to RM300K	0.10%	Yes	Yes	Max. RM250,000 Incremental ADB x 0.20% x 30/365	41.09	

**Sample 2**

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

Range	Interest Rate Payroll Only	With Merchant or Business Loan	Use Maybank as main banker	Calculation	Interest Earned (RM)	Campaign Type
>RM300K to RM1M	0.25%	No	No	Max. RM1,000,000 Incremental ADB x 0.25% x 30/365	205.47	Top Up Payroll Business Account (Multi-Tier)
>RM300K to RM1M	0.25%	Yes	No	Max. RM1,000,000 Incremental ADB x 0.35% x 30/365	287.67	
>RM300K to RM1M	0.25%	No	Yes	Max. RM1,000,000 Incremental ADB x 0.30% x 30/365	246.57	
>RM300K to RM1M	0.25%	Yes	Yes	Max. RM1,000,000 Incremental ADB x 0.40% x 30/365	328.76	

**Sample 3**

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

Range	Interest Rate Payroll Only	With Merchant/Business Loan	Use Maybank as main banker	Calculation	Interest Earned (RM)	Campaign Type
>RM300K to RM1M	0.25%	No	No	Max. RM1,000,000 Incremental ADB x 0.25% x 30/365	205.47	Top Up Payroll Business Account (Multi-Tier)
>RM300K to RM1M	0.25%	Yes	No	Max. RM1,000,000 Incremental ADB x 0.35% x 30/365	287.67	
>RM300K to RM1M	0.25%	No	Yes	Max. RM1,000,000 Incremental ADB x 0.30% x 30/365	246.57	
>RM300K to RM1M	0.25%	Yes	Yes	Max. RM1,000,000 Incremental ADB x 0.40% x 30/365	328.76	

**Others:**

11. 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 Table 1 above.

12. Only active Payroll Accounts shall be eligible to participate in this Campaign.

13. The Campaign Interest will be credited into the Payroll Account within ninety (90) 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. There is no separate

individual notification to customers and verification process, should the customer fulfil the criteria, and the interest shall be paid to the Payroll Account holder.

14. After the Campaign Period, no Campaign Interest shall be awarded to the Payroll Account.
15. The Eligible Customers may be entitled for the Campaign Interest in one of the calendar months, but may not be entitled for the Campaign Interest in the following month due to non-fulfilment of any eligibility criteria as per clause (5) and (6) under the Campaign Mechanics for the Campaign Interest.
16. The Eligible Customer whose Payroll Accounts have been suspended for any reason or whose accounts have been frozen due to any Court Orders including a 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 to participate in this Campaign.

#### **General Terms & Conditions**

- a) Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed via the MAE app, M2U app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
- b) Maybank reserves the right to withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part and reserves the right to modify any of the terms and conditions contained herein, from time to time by giving at least minimum of twenty one (21) calendar days' prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com](http://www.maybank2u.com) or through any other channel or channels determined by Maybank. It shall be the responsibility of the 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 to any claim or compensation against Maybank for any losses or

damages suffered or incurred as a direct or indirect result of such amendment, shortening, cancellation, suspension or termination.

- d) 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.)
- e) By participating in this Campaign, Eligible Customers agree to access to Maybank website at [www.maybank2u.com.my](http://www.maybank2u.com.my) on a regular basis to view the terms and conditions herein and seek clarification from Maybank should any of the Terms & Conditions be not fully understood, Eligible Customers may contact Maybank for clarification.
- f) By participating in this Campaign, the Eligible Customers agree to be bound by the Terms and Conditions herein and 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.maybank2u.com.my](http://www.maybank2u.com.my) (“Maybank’s Privacy Notice”).
- g) 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:
  - i. the purposes of the Campaign; and
  - ii. marketing and promotional activities conducted 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 advertising and publicity activities of Maybank in relation to the Campaign.
- h) Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of this Campaign) shall not be liable to Eligible Customers in this Campaign for any direct, indirect, special or consequential loss or damage (including

but not limited to, loss of income, profits or goodwill) arising from or in connection with this Campaign unless caused by the any gross negligence or omission by Maybank.

- i) Maybank shall not be responsible and / or liable for any losses suffered by Eligible Customers resulting directly or indirectly from the Eligible Customers' participation in this Campaign or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this Campaign due to any force majeure event which include 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.
- j) Maybank may disqualify/reject any Eligible Customer who does 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 which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- k) These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- l) For information, enquiries, feedback and/or complaints related to the Campaign, please contact Maybank's Customer Care 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.maybank2u.com.my](http://www.maybank2u.com.my)).