

SME BANKING

RE-SOLICITATION PROGRAM (Where Referrer and Referees Are Non-Individuals)

Terms and Conditions

- Referrer must be a non-individual with an existing Commercial & Industrial Property loan ("CIP") with Maybank or were previously CIP customers of the Bank.
- Referee must be a non-individual (new-to-bank or existing Maybank customer) who had applied for CIP financing with Maybank on a new CIP property.
- Referrer agrees to fully and effectively indemnify Maybank against any and all loss, liability, claims, damage, penalties, costs and expenses which Maybank, its officers, employees, agents, advisers and/or representatives may suffer in connection with any breach of the representations or terms and conditions herein or any claims, actions, proceedings and/or prosecution to Maybank, its officers, employees, agents, advisers and/or representatives may face in connection therewith or any referrals made by the referrer.
- The referral must be made in writing before the referee's submission of the loan application and prior to any other parties having made the same referral.
- If more than one entity/person refers the same referee, whether under this Re-Solicitation Program or any other referral program, only the first entity/person to make the referral will be eligible for the referral incentive under the relevant program. In the event of any dispute, Maybank shall have the sole and final discretion in deciding which entity/person made the first referral.
- Each referrer: (a) shall ensure that it has obtained the consent of the referee to consent to, and (where relevant) shall procure that all relevant individuals whose personal data has been disclosed to Maybank by or through the referrer (including authorised signatories and authorised persons) (collectively "**Relevant Individuals**") consent to, Maybank, its officers, employees, agents and advisers collecting, using or disclosing such information relating to the referee (and the Relevant Individuals) including the referee and/or the Relevant Individuals' contact information including any personal data to Maybank in connection with the purposes set out in the Bank's Data Protection Policy (accessible at: www.maybank2u.com.sg), or as is otherwise required or permitted in accordance with applicable law; (b) shall inform the referee, its employees, representatives and/or the Relevant Individuals that a Maybank representative will be contacting them for the purposes of the Re-Solicitation Program; (c) shall ensure that it complies with the provisions of the Personal Data Protection Act and (d) consents to Maybank disclosing the referrer's contact details and data to the referee, its employees, representatives and/or the Relevant Individuals for the purpose of the Re-Solicitation Program.
- Each referrer/ referee authorizes the Bank to conduct credit checks and to obtain, collect, use and/or verify any information about me/us (including but not limited to my and/or our proprietor, partner(s), director(s), shareholder(s) and/or guarantor(s)) from/with any source (including but not limited to any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau agency (including but not limited to the Credit Bureau (Singapore) Pte Ltd) as the Bank may deem fit from time to time without further notice to us/me.
- To qualify for Re-Solicitation Program, referrer must meet our qualifying criteria as determined by the Bank and must have Maybank Current account.
- Incentive will be paid only if the referee accepts the loan which meets our stipulated guideline and such guidelines may be changed from time to time.
- Maybank reserves the right to determine at its sole discretion the eligibility of the referred loans, the amount of incentive payable, the payment mode and the recipient of the incentive.
- Maybank reserves the right to amend the Terms and Conditions or terminate or suspend the Re-Solicitation Program at any time without prior notice and without liability to any person and/or entity.
- This Re-Solicitation Program is not valid in conjunction with any other promotions offered by Maybank unless otherwise stated by Maybank. This is not applicable if there is Agent Referral Fee to brokers/ agents.
- Maybank reserves the right not to give the incentive if any information provided is incomplete or inaccurate.
- If Maybank subsequently discovers that a referrer or referee is in fact not eligible to participate in the Re-Solicitation Program or if any of the applicable conditions are not fulfilled, Maybank may at its discretion forfeit the incentive (or reclaim it if already awarded, by debiting any account of the Referrer). No person shall be entitled to any payment or compensation from Maybank should any incentive be forfeited or reclaimed.
- Maybank reserves the right not to give the incentive where any other form of referral fee had been paid to acquire the loan.
- Maybank's decision on all matters with regard to Re-Solicitation Program (including but not limited to the interpretation and application of these terms and conditions) shall be final, conclusive and binding on all participants of the Re-Solicitation Program.
- In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to the Re-Solicitation Program, these Terms and Conditions shall apply.
- The Criteria and Terms and Conditions governing the eligible products shall apply.