



ASIA PACIFIC INVESTMENT BANK LTD (LL.11654)

Unit Level 3-D, Main Tower Office, Financial Park Complex Labuan, 87000 Labuan, Wilayah Persekutuan Labuan, Malaysia.

For enquiry Tel: 603-2771 6126 Email: apibank@apdib.com

APIB GOLD MEMBERSHIP NEW APPLICATION FORM

Member's Name: _____

NRIC/Passport/Company Registration No.: _____

Date of Birth/Incorporation: _____

Nationality/Place of Incorporation: _____

Permanent/Registered Address: _____

Correspondence Address (if different from the above): _____

Contact No.: (Mobile No.) _____ (Office No.) _____

Email: _____

Application Date: _____

Referral By Member: _____

Source of Fund:

- () Salary/Employment/Commission () Inheritance () Insurance Maturity
() Own Business Income () Investment Return () Online Business
() Others, please specify: _____

Net Worth:

- () <USD250,000 () USD250,000 – USD500,000 () USD500,001 – USD700,000
() USD700,001 – USD1,500,000 () USD1,500,001 – USD2,300,000 () >USD2,300,001

FOR INDIVIDUAL APPLICANT

Gender Male Female

Race Malay Chinese Indian Others, please specify: _____

Employment/Business Own Business Employed

Name of Employer/Company: _____

Nature of Business: _____

Designation: _____

Address of Employer/Company: _____

FOR CORPORATE APPLICANT

Nature of Business: _____

Type of Organisation Sole Proprietor Partnership Private Company
 Public Company Society/Association
 Others, please specify: _____

**For individual, please attach a clear copy of the NRIC/Passport. For corporate, please attach a clear certified true copy of the Certificate of Incorporation.*

I/We hereby irrevocably apply to become the member of APIB Gold Membership, with the application amount and other details shown below:

Membership Amount: _____ Number of Membership: _____

Remark: _____

Mode of Payment:

Telegraphic Transfer (Foreign Currency):

Beneficiary's Bank

Bank Name : Malayan Banking Berhad
Bank Address : Labuan Branch, Lot E005 Ground
Floor Podium
Financial Park Labuan Complex, Jalan Merdeka,
87000 F. T. Labuan, Malaysia
Swift Code : MBBEMYKLXXX
Beneficiary's Name : Asia Pacific Investment Bank
Ltd
Account Number (Multi currency): 7151 2001 9961

Debit Investment Account
No: _____

DECLARATION

1. I/We hereby acknowledged receipt and declare that I/we have read and understood and agreed to be bound by the Terms and Conditions governing Asia Pacific Investment Bank Gold Membership (“Terms and Conditions”), including any amendment made to the Terms and Conditions from time to time by Asia Pacific Investment Bank Ltd. (“APIB”);
2. I/We hereby declare that all the information given in this application form and submitted to APIB are complete, true and accurate and that I/we have not withheld any information that is deemed material to APIB in processing my application. Should there be any changes to any personal information or data set forth herein, I/we shall notify APIB immediately in writing;
3. I/We shall keep APIB informed of any changes to my/our information stated herein;
4. I/We fully aware and understand that APIB reserves the right to reject my/our application at its absolute discretion without giving me/us any reason and I/we hereby agree that I/we will not be entitled for whatsoever cost, losses or damage that I/we may incur in relation or arising from such rejection;
5. I/We fully understand all risk associated with my/our joining of the APIB Gold Membership and I/we will not hold APIB accountable for any liability that may arise or in connection with my/our joining of the APIB Gold Membership;
6. I/We hereby declare that I/we am/are not a U.S. Person and in the event that of a change of my/our status that I/we become U.S. Person, I/we shall notify APIB immediately of such change;
7. I/We hereby irrevocably and unconditionally give my/our consent to APIB and its officer to conduct credit checks, obtain and verify any information about me/us at APIB’s absolute discretion and as it deems fit and I/we hereby irrevocably authorize credit bureau and/or any corporation set up for the purpose of collecting and providing credit or other information from any jurisdictions and any of their respective agents and/or servants to provide any information which APIB may require in connection with this application;
8. In the event I/we provide any personal and/or financial information relating to third parties, including information relating to my/our next-of-kin, dependents, officers, authorized signatories, directors or shareholders (for individual) for the purposes of this application:-
 - (i) I/we hereby confirm that their consent have been obtained and/or are otherwise to provide such information to APIB and for APIB to use for the purpose of this application;
 - (ii) I/we agree to ensure that the personal and financial information of the said third parties is/are accurate;
 - (iii) I/we agree to update APIB in writing in the event of any material changes to the said personal and financial information.
9. I/We hereby authorise APIB to disclose all/any of the information provided by me/us to any regulatory authorities and/or other authorized agencies/bodies, including all changes and updates to such information as and when provided by me/us, as APIB deems necessary;

I/We irrevocably authorize and permit APIB to provide any information in relation to me/us, my/our application and my/our APIB Gold Membership account to any credit bureaus, Labuan Financial Services Authority, any relevant authorities, bodies, persons or agencies as may be authorised by law to obtain such information, any financial institution or establishments to facilitate the execution of instruction(s) given by me/us in respect of my APIB Gold Membership account, APIB's auditors, lawyers, agents and/or any other professional advisors.

10. I/We hereby consent and authorize APIB to collect, use, transfer, disclose and/or retain any information relating to me/us, my/our application, my/our membership account, in the past, present and future, pertaining to me/us, my/our application and my/our APIB Gold Membership account in compliance with Personal Data Protection Act 2010.
11. I/We hereby declare that I have read and understood and agreed to be bound by APIB's Privacy Notice which is available at APIB's website at www.apdib.com and I/we understand that APIB may modify or update the Privacy notice from time to time and I/we shall visit APIB's bank website for the updated version.
12. I/We consent to APIB to disclose such information relating to my/our application to any company within APIB Group, its service providers, merchants and APIB Group's strategic partners, vendors, professional advisers, industry/financial related associations, credit bureau or credit reference agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents and/or servants, whether located within or outside Malaysia for the purpose stated in Privacy Notice.

Signature of Applicant (Individual)/
Authorised Signatory (Corporate)

Name:
NIRC/ Passport No.:
Designation:
(Corporate Applicant only)

Company stamp/seal:
(Corporate Applicant only)

FOR OFFICE USE ONLY

Membership Account No:

Prepared by:

Approved by:

Fund Sighted by:

Remark:

Approval Date:

ASIA PACIFIC INVESTMENT BANK GOLD MEMBERSHIP PROGRAMME TERMS AND CONDITIONS

1.0 The Membership

- 1.1 Asia Pacific Investment Bank Gold Membership Programme (“**APIB Gold Membership**”) is set up by Asia Pacific Investment Bank Ltd. (Registration No. LL 11654 and License No. 170120BI), a licensed Labuan investment bank licensed under the Labuan Financial Services and Securities Act 2010 and incorporated in the Federal Territory of Labuan, Malaysia under the Labuan Companies Act 1990 (“**APIB**” or the “**Bank**”).
- 1.2 These terms and conditions (“**Terms and Conditions**”) apply to you as a member of the APIB Gold Membership. You are deemed to have read, understood and agreed to the Terms and Conditions to join as a member of APIB Gold Membership.

2.0 Definitions and Interpretations

2.1 Definitions

“**APIB**” means Asia Pacific Investment Bank Ltd. (Registration No. LL 11654 and License No. 170120BI), a licensed Labuan investment bank licensed under the Labuan Financial Services and Securities Act 2010 and incorporated in the Federal Territory of Labuan, Malaysia under the Labuan Companies Act 1990;

“**APIB Gold Membership**” means the Asia Pacific Investment Bank Gold Membership Programme;

“**AsiaDB**” means Asia Digital Bank Ltd. (Labuan Investment Bank) (Registration No. LL 16434 and License No. 200134BI), a subsidiary of APIB and is a licensed Labuan investment bank licensed under the Labuan Financial Services and Securities Act 2010 and incorporated in the Federal Territory of Labuan, Malaysia under the Labuan Companies Act 1990;

“**AsiaDB Share Token**” means the share of AsiaDB in the form of security token;

“**Business Day**” means a day (excluding Saturday, Sunday and gazette public holidays in Malaysia) on which commercial banks are generally open for banking business in Malaysia;

“**Conversion Rate**” means the rate of converting USD to Membership Points or vice versa, calculated at the rate of USD 1.00 equals 1 Membership Point;

“**Goods and/or Services**” means any goods and/or services offered by APIB from time to time but exclude any and all investment products offered or distributed by APIB, AsiaDB Share Token, share token, Stable Coin, NFT and digital wallet services offered by AsiaDB or APIB;

“**Gold Points**” means the APIB Gold Membership points converted from Membership Amount and/or Subsequent Top-up at the Conversion Rate and maintained in the Membership Account;

“**Gold Reward Points**” means the APIB Gold Membership points earned by the Member in accordance with Clause 5 of the Terms and Conditions and maintained in the Membership Account;

“Member” means any person admitted as a Gold Member, Premier Member, VIP Member or Loyal Member of APIB Gold Membership by APIB;

“Membership” means your membership maintained with APIB Gold Membership;

“Membership Account” means the APIB Gold Membership account of the Member maintained with APIB.

“Membership Application Form” means the application form to apply as a member of the APIB Gold Membership;

“Membership Points” means the aggregate of Gold Points and Gold Reward Points;

“Membership Tenure” means the tenure of your membership maintained with APIB Gold Membership, including any renewal of your Membership approved by APIB;

“NFT” means non-fungible token;

“Reward Rate” means 3% per annum or such other rate as shall be determined by APIB from time to time at its discretion by giving prior notice to you;

“Stable Coin” means stable coin issued by AsiaDB called “Olive Coin (ACNH)”, or such other name as determined by AsiaDB from time to time;

“Terms and Conditions” means APIB Gold Membership Programme terms and conditions, including the terms and conditions for redemption of Membership Points as set out in Appendix 1 herein;

“USD” means United States Dollar, the lawful currency of United States of America.

2.2 Reference to **“person”** shall include an individual, company or corporation.

3.0 Eligibility

3.1 APIB Gold Membership offers four (4) types of membership, namely, (i) Gold Member; (ii) Premier Member; (iii) VIP Member; and (iv) Loyal Member.

3.2 Admission as Premier Member, VIP Member and Loyal Member is by invitation from APIB only.

3.3 Subject to the Terms and Conditions, the following person is qualified to apply to become a Gold Member:-

- (A) (i) individual who attained a minimum age of eighteen (18) years old; or
- (ii) company, corporation, partnership or such entity who is duly incorporated and validly existing under the laws of Malaysia or its jurisdiction of incorporation and has full power and authority to own its assets and carry on its business as it is now being conducted; and
- (B) any person who is not invited by APIB and admitted as Premier Member, VIP Member or Loyal Member.

- 3.4 Application can be made by filling in the Membership Application Form and submit to APIB (“**Application**”).
- 3.5 No joint Membership Account is allowed.
- 3.6 APIB shall be entitled at its absolute discretion reject your Application without giving you any reason.
- 3.7 Your admission as a Member is subject to the satisfaction to APIB on the due diligence result conducted by APIB on you and, APIB’s internal approval process.
- 3.8 Upon your admission as a Gold Member, you shall remit a minimum sum of USD10,000.00 and in multiple of USD1,000.00 to your Membership Account (“**Membership Amount**”), or such other amount as may be determined by APIB at its discretion, which shall be converted into the Gold Points calculated at the Conversion Rate.
- 3.9 You may top up your Membership Account at any time during your Membership Tenure with minimum USD5,000.00 and in multiple of USD5,000.00, or such other amount as may be determined by APIB (“**Subsequent Top-up**”), and such Subsequent Top-up shall be converted into the Gold Points calculated at the Conversion Rate.
- 3.10 You shall not transfer your Membership Points to other Members unless prior approval of APIB has been obtained.
- 3.11 The base currency of the Membership Amount and any Subsequent Top-up is USD. You may remit the Membership Amount and any Subsequent Top-up in any currencies other than USD and in such an event, APIB shall convert your Membership Amount and any of your Subsequent Top-up to USD at APIB’s prevailing exchange rate and you shall bear all losses arising from such conversion.
- 3.12 If the Membership Amount or the Subsequent Top-up is lesser than USD10,000.00 after such conversion as stated in Clause 3.11 above, you shall top up the difference in order for the Membership Amount or the Subsequent Top-up to be at the minimum of USD10,000.00, unless otherwise waived by APIB.
- 3.13 Any transfer fees and/or remittance charges whatsoever incurred with respect to the Membership Amount and/or the Subsequent Top-up shall be borne by the Member.
- 3.14 Upon the occurrence of any of the following events, APIB shall be entitled, at its absolute discretion, suspend or terminate your Membership:-
- (i) you have breached any of the Terms and Conditions; or
 - (ii) you have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities and/or services granted by APIB; or
 - (iii) you have breached any terms and conditions of any agreement with APIB; or
 - (iv) you have been declared bankrupt or are subject to any bankruptcy proceedings at any time or if you are a company or corporation, you have wound up or subject to any winding up proceeding at any time; or
 - (v) you are insolvent.

3.15 Notwithstanding Clause 3.14, APIB shall at any time, at its absolute discretion, suspend or terminate or cancel your Membership without giving you any reason. You hereby agree that you shall not be entitled for whatsoever cost, losses or damages that you may incur in relation to or arising from such non-admission as a Member, suspension, termination or cancellation of your Membership.

4.0 Multiple Membership Account

4.1 Subject to the Terms and Conditions and the approval of APIB, you may apply up to a maximum seven (7) individual and separate Membership Accounts.

4.2 You may transfer up to six (6) of your Membership Accounts ("**Transfer**") to different individual or entity ("**Transferee**") and such Transfer and the admission of such Transferee as a Member is subject to the satisfaction to APIB on the due diligence result conducted by APIB on the Transferee and, APIB's internal approval process. For the avoidance of doubt, you shall maintain at least one (1) Membership Account.

4.3 The Transfer is subject to a transfer fee at the rate of 2% of outstanding Membership Points in the respective Membership Account and such transfer fee shall be deducted from the outstanding Membership Points in the respective Membership Account to be transferred to the Transferee.

4.4 The record maintained with APIB on the ownership of your Membership Account shall be final and conclusive.

5.0 Benefits

5.1 Gold Member and Premier Member shall be entitled to enjoy all the benefits as stated in this Clause 5, whereas VIP Member and Loyal Member shall be entitled to the benefits as stated in Clause 5.2, 5.3, 5.6 only.

5.2 You can use your Membership Points to redeem any Goods and/or Services offered by APIB and to earn Gold Reward Points in accordance with the terms and conditions governing redemption of Membership Points as set out in Appendix 1 ("**Redemption Terms and Conditions**") and Clause 6 of the Terms and Conditions respectively.

5.3 You may entitle for a free gift if you are successfully admitted as a Member. For the avoidance of doubt, if you are holding multiple Membership Account in accordance with Clause 4, you will be entitled for one free gift per one Membership Account. You shall arrange with APIB on the collection of your gift. If the gift is to be couriered to you, you shall be responsible on the courier charges and APIB shall not be responsible on any dispute between you and the courier company. APIB shall not be responsible on any defect to the gift. Further, APIB shall be entitled at its sole discretion on the selection of such gift.

5.4 The gift as stipulated in Clause 5.3 above shall not be exchanged with cash or any kind and once the gift is collected by you or collected by the courier company, shall not be returned to APIB.

5.5 APIB may organize prize winning campaign for the Gold Member and Premier Member subject to the applicable terms and conditions governing such prize winning campaign.

- 5.6 Upon the successful launching of AsiaDB's A-Bank Super Wallet, you shall be entitled to the account opening of the A-Bank super wallet subject to the satisfaction to AsiaDB on the due diligence result conducted by AsiaDB on you and, AsiaDB's internal approval process.
- 5.7 Upon your successful opening of account of A-Bank Super Wallet and if you are a Gold Member or Premier Member, you shall be given 100 units of Stable Coins for free, which shall be deposited to your A-Bank Super Wallet account.
- 5.8 Subject to approval by AsiaDB, upon the successful launching of AsiaDB's NFT platform and if you are a Gold Member or Premier Member, you shall be entitled to list any of the NFT products which are designed and given by AsiaDB, in AsiaDB's NFT platform without any listing fees incurred.
- 5.9 Gold Members and Premier Members who have successfully opened A-Bank Super Wallet account may be eligible to subscribe for AsiaDB Share Token upon the issuance of the AsiaDB Share Token by AsiaDB.
- 5.10 Gold Member and Premier Member may enjoy such other benefits as offered by APIB from time to time.
- 5.11 For VIP Member and Loyal Member who wish to join the prize winning campaign shall top up their membership account with a minimum of USD10,000.00 and in multiple of USD1,000.00, or such other amount as may be determined by APIB at its discretion, which shall be converted into Gold Points at the Conversion Rate.

6.0 Gold Reward Points

- 6.1 You will be entitled to earn additional membership points ("**Gold Reward Points**") during your Membership Tenure at the Reward Rate calculated on daily basis which shall be distributed to you monthly. For the avoidance of doubt, the Gold Reward Points shall be credited to your Membership Account on the last day of each month of the calendar year.
- 6.2 Daily Gold Reward Points will be calculated based on the formula below:-

(Daily outstanding Gold Points x 3%)/365 days
- 6.3 Gold Reward Points will be rounded to the nearest whole number.
- 6.4 For the avoidance of doubt, Gold Reward Points will not be compounded to the Gold Points. However, upon the expiration of the Initial Term (hereinafter defined) or each Renewal Term (hereinafter defined), the Gold Reward Points earned will be compounded to your outstanding Gold Points.

7.0 Membership Tenure and Termination

- 7.1 Your Membership Tenure shall commence on the next Business Day following the date of actual receipt of your Membership Amount by APIB ("**Commencement Date**") and shall be valid for a period of one (1) year from the Commencement Date ("**Initial Term**"). Thereafter, your Membership shall automatically renew for a period of one (1) year successively upon expiry of the Initial Term or each term ("**Renewal Term**").

- 7.2 Upon the expiry of the Initial Term or each Renewal Term and if you choose not to terminate your Membership, the Gold Reward Points you earned will be compounded to your outstanding Gold Points and your then-current outstanding Gold Points shall be rollover to the next Renewal Term.
- 7.3 You shall not terminate your Membership during your Membership Tenure without the prior approval of APIB. If APIB approved the termination of your Membership during your Membership Tenure, APIB shall be entitled to charge early termination fee at the rate of 20% of your outstanding Membership Points and such early termination fee shall be deducted from your outstanding Membership Points.
- 7.4 You may only cancel your Membership by giving APIB with prior written notice of at least fourteen (14) days from the expiry of the Initial Term or each Renewal Term, as the case may be, and such cancellation of your Membership shall take effect on the expiry of the Initial Term or the then-current Renewal Term, as the case may be. Notwithstanding the foregoing, APIB shall be entitled to terminate your Membership, at its sole and absolute discretion without giving you any reason, during your Membership Tenure. For the avoidance of doubt, any termination or cancellation of your Membership by APIB during your Membership Tenure shall not entitle you to any claim or compensation against APIB for any and all losses or damages suffered or incurred by you whether directly or indirectly, due to such termination or cancellation.
- 7.5 If you cancel your Membership by giving APIB less than fourteen (14) days prior notice as stated in Clause 7.4 above, APIB shall be entitled to deduct 20% of your outstanding Membership Points as cancellation fees and such cancellation fee shall be deducted from your outstanding Membership Points.
- 7.6 Upon the expiry of your Membership or the termination of your Membership for whatsoever reason, you shall redeem your Membership Points (after deduction of any applicable charges, if any) in accordance with the Terms and Conditions for Redemption of Membership Points as set out in Appendix 1.
- 7.7 If your Membership Points remain zero (0) for continuously six (6) months or more, APIB shall be entitled at its absolute discretion terminate your Membership. In such an event, you shall not be entitled to any claim or compensation against APIB for any and all losses or damages suffered or incurred by you whether directly or indirectly, due to such termination or cancellation.

8.0 Member Referral

- 8.1 You may refer anyone, be it individual or entity, to join the APIB Gold Membership. The admission of such individual or entity as a Member shall be subjected to the satisfaction to APIB on the due diligence result conducted by APIB on such individual or entity and, APIB's internal approval process.
- 8.2 Upon the successful admission of the individual or entity referred by you as a Member, you shall be entitled to 1% commission on the Membership Amount payable by such individual or entity, which shall be converted to Gold Reward Points and deposited into your Membership Account.
- 8.3 For the avoidance of doubt, the commission as stated in Clause 8.2 shall not apply to any Subsequent Top-up or renewal of Membership.

9.0 Processing and Handling of Your Data

- 9.1 Subject to the Personal Data Protection Act 2010, you consent and authorize APIB to collect, process, disclose, transfer, maintain, store and retain your personal data to other entities within APIB group of companies including its local and overseas parent companies or subsidiaries and other external parties, including but not limited to the parties or bodies listed in clause 9.6 below for the purpose of your Application and/or the APIB Gold Membership.
- 9.2 You shall read, understand and agree to be bound by the Privacy Notice issued by APIB (which is available at APIB's website at www.apdib.com). You acknowledge that APIB may modify and/or update the Privacy Notice from time to time and you shall visit APIB's website for the latest version.
- 9.3 You agree and authorize the disclosure of your personal information to APIB, APIB group of companies and / or any third party for marketing and promotional purposes. You noted that if you wish to opt-out from the sharing of your personal data with APIB, APIB group of companies and / or any third parties for marketing and promotional purposes, you are required to inform APIB by short message service ("SMS"), WhatsApp, email, phone or such other mode of communication that APIB deems fit to register your instruction with written notice to opt-out of the said sharing of your personal information for marketing and promotional purposes.
- 9.4 For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated into and shall be read together with these Terms and Conditions.
- 9.5 In the event you provide any personal and/or financial information relating to third parties, including but not limited to information relating to your next-of-kin and dependents (if the Member is individual) or directors, shareholders or authorized signatory(ies) (if the Member is company or corporation) for the purposes of the APIB Gold Membership:-
- (i) you confirm that their consent have been obtained and/or are otherwise entitled to provide this information to APIB and for APIB to use it in accordance with these Terms and Conditions;
 - (ii) you agree to ensure that the personal and financial information of the said third parties is/are accurate; and
 - (iii) you agree to update APIB in writing in the event of any material changes to the said personal and financial information.
- 9.6 You consent and agree to APIB conducting credit checks and verification of information given to APIB, with any credit bureaus and/ or corporation set up for the purpose of collecting and providing credit or other information from any jurisdictions. You also consent to APIB's disclosure of your information including your financial information to:-
- (i) the government or regulatory authorities in Malaysia and elsewhere;
 - (ii) affiliates of APIB or APIB group of companies;
 - (iii) party(ies) providing services (including but not limited to outsourcing vendors, lawyers, nominees) to APIB, whether within or outside of Malaysia;
 - (iv) APIB's agents, consultants and professional advisers;

- (v) the Bank's or any of APIB group of companies' assignees;
- (vi) the police or any investigating officer conducting any investigations; and
- (vii) any person to whom disclosure is permitted or required by any law, regulation, governmental directive.

9.7 APIB may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to you which are collected, compiled, or obtained by APIB through or by whatever means and methods for such purposes as determined by APIB.

9.8 You declare that all personal information and data provided to APIB in relation to your Application are true, accurate and are up to date and should there be any changes to any personal information or data set forth herein, you shall notify APIB immediately in writing.

10.0 General

10.1 APIB shall have the sole and absolute discretion to decide on all matters in connection with APIB Gold Membership and/or your Membership. APIB's decisions shall be final, conclusive and binding on you and APIB shall not be obliged to furnish any reason for such decisions. No appeals and/or correspondences from any Members or any third parties will be entertained.

10.2 You shall be liable for and fully indemnify APIB against any claims, damage, expenses, losses and costs (including legal costs on a solicitor-client basis) which may be incurred and/or suffered by APIB arising from or in connection with your Membership or APIB Gold Membership or as a result of any act or omission or any breach of the Terms and Conditions herein by you.

10.3 Any notice or communication and all documents which are required to be served pursuant to any legal process under or in connection with your APIB Gold Membership shall be in writing and shall be delivered personally or by post or by email or by facsimile transmission to the addresses and numbers maintained with APIB or at such other address or number as you may have notified to APIB in writing. Proof of posting or dispatch of any notice or communication shall be deemed to be duly served and duly received:-

- (i) if delivered by hand, at the time of delivery provided delivery is made on a Business Day;
- (ii) if sent by post, on the third (3rd) Business Day after posting;
- (iii) in the case of facsimile transmission, at the time the transmission report is received by the sender which purports to confirm that the addressee has received such facsimile in full and without error provided that such transmission is made on a Business Day;
- (iv) In the case of electronic mail, at the time of delivery unless the sender receives an automated message that the email has not been delivered and provided that such email delivery is made on a Business Day.

10.4 APIB will issue Gold Member and Premier Member statement with respect to their Membership Account on monthly basis showing transactions conducted over your Membership Account. For VIP Member and Loyal Member, APIB will not issue any statement

with respect to their Membership Account, unless otherwise there is outstanding Membership Points in their Membership Account.

- 10.5 APIB reserves the right, at its absolute discretion and from time to time, to add, delete or vary these Terms and Conditions, wholly or in part, or to terminate, cancel or suspend the APIB Gold Membership by giving prior notice to you. For the avoidance of doubt, any termination, cancellation or suspension of APIB Gold Membership shall not entitle you to any claim or compensation against APIB for any and all losses or damages suffered or incurred by you whether directly or indirectly, due to such termination, cancellation or suspension.
- 10.6 If any matters arising from the APIB Gold Membership and/or Redemption are not covered under the Terms and Conditions or otherwise, they shall be determined solely by APIB at its absolute discretion.
- 10.7 APIB shall not be responsible nor shall accept any liabilities whatsoever (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, punitive, consequential, exemplary, or special damages or proceedings brought by any party including third parties) and howsoever arising or suffered by the Member or whatsoever, resulting directly or indirectly from the APIB Gold Membership and/or the Redemption.
- 10.8 Unless stated otherwise, all transportation cost, internal charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Member in connection with APIB Gold Membership and/or the Redemption (whether for the purpose of joining, participating in or receiving any goods and/or services arising from the Redemption) are at the sole responsibility of the Member. APIB shall accept no responsibility whatsoever for those costs/charges/ fees/expenses.
- 10.9 Notwithstanding any other provisions herein, in the event APIB is unable to perform any obligations hereunder or any operations or to provide any service(s) due to any reason beyond APIB's control, including but not limited to fire, earthquake, flood, epidemic, pandemic, governmental action, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, failure to perform by any third party service provider appointed by APIB, act of God or any failure or disruption to telecommunication, electricity, water, fuel supply or any factor in a nature of a force majeure, APIB shall not in any way be liable for any failure on its part to perform such obligations or for any inconvenience, loss, injury, damages suffered or incurred by you arising from the same.
- 10.10 These Terms and Conditions shall be binding upon the liquidators, receivers, representatives, permitted assigns and successors in title of the Member and enforceable by the successors in title and assigns of APIB.
- 10.11 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you agreed to submit to the non-exclusive jurisdiction of the courts of Malaysia.

Appendix 1: Terms and Conditions for Redemption of Membership Points.

Terms and conditions contained herein in relation to the redemption of Membership Points apply to redemption for Goods and/or Services offered by Asia Pacific Investment Bank Ltd (“**APIB**”) by the Member, unless otherwise expressly stated.

For the purpose of the terms and conditions herein, “**Redemption**” means the redemption by the Member for Goods and/or Services offered by APIB using the Member’s Membership Points.

The Redemption is subject to the following terms and conditions:

(A) Eligibility for Redemption

1. Your Membership Account must be valid, in good standing, and not closed, cancelled or terminated by APIB.

(B) Points Redemption

1. The Redemption is solely for the purpose of personal consumption only, i.e. non-business and non-commercial related consumption. APIB reserves the right to reject your Redemption if such redemption which in the opinion of APIB, deems to be redeemed for business and commercial purposes.
2. The Redemption shall not qualify for allocation of additional Membership Points.
3. The Member has the option to redeem the Goods and/or Services using full or partial Membership Points for Redemption.
4. APIB reserves the right to deduct or recompute any Membership Points owned by the Members for the purpose of correcting any errors or inaccuracies in the allocation of the Membership Points.
5. No full or partial redemption of Membership Points with cash in whatsoever currency during the Membership Tenure.
6. For the purpose of the Redemption, you shall first use your Gold Points to redeem Goods and/or Services. You shall only use your Gold Reward Points to redeem Goods and/or Services if your available Gold Points is insufficient to redeem the Goods and/or Services.
7. If your available Membership Points is insufficient to redeem any Goods and/or Services, you may top up the difference between the Membership Points used to redeem such Goods and/or Services and your available Membership Points by cash calculated at the Conversion Rate.
8. Completed Redemption CANNOT be revoked, cancelled, returned or exchanged with gift, cash or any other form for any reason whatsoever.
9. APIB shall not be liable for any direct or consequential loss, costs, transportation cost or damage of any nature that you may suffer arising from or in connection with your redemption of Goods and/or Services. Any additional cost involved shall be fully borne by you.
10. APIB gives no representation or warranty on the quality of the Goods and/or Services redeemed by you using your Membership Points or the suitability of such Goods and/or Services for any purpose and will not be responsible for any dispute that may arise between you and APIB or the manufacturer or supplier of such Goods and/or Services.
11. In the event any of the Goods and/or Services to be redeemed is unavailable, discontinued or temporarily out of stock, APIB has the right to substitute such Goods and/or Services with goods

and/or services with equal value by notifying you prior to the processing of your Redemption. APIB shall not be liable for any unavailable or substitution of such Goods and/or Services or claims, liabilities, losses or damage arising out of or in connection with such non-availability or substitution of Goods and/or Services.

12. All redemption item(s) are available while stocks last.
13. Any Goods and/or Services collected by you or the promoter or the management company of such Goods and/or Services or the third party service provider appointed by APIB for the purpose of delivery to you shall not be returned or cancelled.

(C) Transferring of Membership Points to Investment Account

1. You may transfer your Membership Points, either in full or in partial, to your investment account maintained with APIB ("**Investment Account**") for the sole purpose of subscribing any of the investment products offered or distributed by APIB, by giving APIB with 14 Business Days prior notice to APIB.
2. No transfer fee will be imposed if you transfer your Membership Points to your Investment Account.
3. The conversion rate to transfer your Membership Points to your Investment Account shall be calculated at the Conversion Rate.
4. Your Membership Account will not be terminated and shall remain valid notwithstanding that you transfer all your available Membership Points to your Investment Account. You may continue to top up your Membership Account and utilize the Membership Points at any time during your Membership Tenure unless terminated in accordance with the Terms and Conditions.

(D) Points Expiration

1. Your Membership Points shall be expired at the end of your Membership Tenure.
2. Redemption for Goods and/or Services must be done prior to the expiry date of your Membership Tenure.
3. Upon the termination of your Membership for whatsoever reason, you can choose to:-
 - (i) redeem your Membership Points for Goods and/or Services; or
 - (ii) request APIB to buy back the outstanding Membership Points at the Conversion Rate. Payment of cash in USD will be transferred to your bank account as notified by you to APIB or such other mode of payment that APIB deems fit, within 14 Business Days from the termination date.

(E) Notice of Accumulated Points

1. APIB will email a written statement to you notifying your accumulated Membership Points.

(F) Delivery of Redemption Request

1. Delivery of Goods and/or Services redeemed is managed by the promoter or the management company of such Goods and/or Services or the third party service provider appointed by APIB.
2. You hereby acknowledge that the delivery of the Goods and/or Services redeemed may take longer time from the date of receipt of your Redemption request submitted to APIB.

3. Delivery of the Goods and/or Services redeemed shall be made to the address furnished by you. No change of address is allowed once your Redemption order has been submitted to APIB.
4. By your submission of your Redemption request, you hereby expressly agreed and consent to APIB to disclose your particulars (including but not limited to your name, phone number and address) to APIB's appointed 3rd party agent or vendor or service provider for the purposes of delivering to you the Goods and/or Services redeemed.
5. If you do not receive the Goods and/or Services redeemed within the stipulated time period, it shall be your responsibility to inform the promoter or the management company of such Goods and/or Services or the third party service provider appointed by APIB on the non-receipt of such Goods and/or Services.
6. Additional fees may be charged in addition to the redemption points, where applicable, for Goods and/or Services redeemed. Such additional charges will be included in the final price and will be borne by the Members.

(G) General

1. Any accessories/props/equipment featured together with the Goods and/or Services shown in the redemption catalogue is for decorative purposes only and may not be available for redemption by Members.
2. All pictures of the Goods and/or Services shown are for illustration purpose only and shall not be deemed as the physical look of the Goods and/or Services, particularly, pictures may not contain the logo of APIB and/or AsiaDB, but in fact, the actual Goods and/or Services may contain the logo of APIB and AsiaDB. You are advised to call APIB to verify before redeeming any Goods and/or Services.
3. You hereby agree to check with APIB on the latest version of Terms and Conditions and to ensure that you shall keep up-to-date with any changes or variations to the Terms and Conditions.
4. By submitting your Redemption request, you are deemed to have agreed to be bound by the Terms and Conditions and any decisions of APIB.
5. Any dispute concerning Goods and/or Services and received under the Redemption shall be settled between the Member and the promoter or the management company of such Goods and/or Services redeemed. APIB shall bear no responsibility for resolving such disputes or for the dispute itself and shall not be responsible for any cost, expenses or damage that may be incurred by you in relation therefrom.
6. You are required to check for any Membership Points deducted for your Redemption. APIB shall not be responsible for any disputed transaction received thereof seven (7) Business Days after the redemption date.
7. You are required to immediately inspect the Goods and/or Services you redeemed upon your receipt of the same and inform APIB of any defective to such Goods and/or Services immediately but in no event later than the day of your receipt of such Goods and/or Services. APIB shall not be responsible to response to any of your complaint in relation to your Goods and/or Services redeemed after the day of your receipt of such Goods and/or Services and shall not be responsible for any cost, expenses or damage that may be incurred by you in relation therefrom.