

Hold & Harvest Campaign Terms and Conditions

1. Introduction

- 1.1. This CapBay's **Hold & Harvest Campaign** ("**Campaign**") is organized by Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) ("**CapBay**") and shall run from 17 August 2026 to 30 September 2026, both dates inclusive ("**Campaign Period**").
- 1.2. Subject to the terms and conditions below, eligible new and existing investors who make Qualifying Deposits (as defined below) via the CapBay P2P platform ("**Platform**") and satisfy all eligibility and qualifying criteria during the Campaign Period may earn a cash incentive at the rate of 1.5% per annum of the Campaign Net Deposit (as defined below) ("**Campaign Reward**"), payable by CapBay out of its own funds in accordance with Clause 5.

2. Definition

- 2.1. Unless otherwise stated or the context otherwise requires, the following terms shall have the meanings set out below:

"Campaign Net Deposit" means the cumulative amount of deposits made by an Eligible Investor during the Campaign Period, less any withdrawals made by such Eligible Investor during the Campaign Period and subject to the fulfilment of the Overall Criteria under Clause 4.

For the avoidance of doubt, the Campaign Net Deposit shall be calculated based on the cumulative deposits made by the Eligible Investor during the Campaign Period. Where an Eligible Investor makes an additional deposit within the Campaign Period, the Campaign Net Deposit shall increase accordingly from the date such additional deposit is made, subject to the fulfilment of the criteria below. The Campaign Net Deposit as of 30 September 2026 shall be determined as the final Campaign Net Deposit and shall apply as the calculation base for the Campaign Reward from 1 October 2026 until the expiry of the applicable Earning Period.

"Current Cash Balance" means the amount of cash standing to the credit of a Qualified Investor's investment account on the Platform at the relevant time, before deducting any withdrawal which is pending or being processed.

"Earning Period" means, in respect of each Qualified Investor, the period of twelve (12) consecutive months commencing from such Qualified Investor's Qualification Date.

"Minimum Portfolio Balance" means the minimum Portfolio Balance which a Qualified Investor is required to maintain throughout the Earning Period, being an amount equal to or greater than the Campaign Net Deposit.

"Outstanding Investment" means total amount invested by a Qualified Investor through the Platform which remains outstanding or invested at the relevant time, after taking into account any applicable write-offs.

“Portfolio Balance” means the total amount maintained by the Qualified Investor in its investment account on the Platform, calculated as the aggregate of the Investor’s Current Cash Balance and the Outstanding Investment.

“Qualification Date” means the date on which an Eligible Investor’s cumulative Campaign Net Deposit first reaches RM10,000.00 and has satisfied all other Overall Criteria during the Campaign Period.

3. Eligibility

- 3.1. This Campaign is open to all individual investors in Malaysia who meet the following criteria:
 - 3.1.1. Are Malaysian tax residents;
 - 3.1.2. Are at least eighteen (18) years of age and have full legal capacity to enter into a binding contract; and
 - 3.1.3. Have a successfully registered and verified CapBay Peer-to-Peer (“**P2P**”) investment account.

Investors who meet the above criteria shall be known as “**Eligible Investors**”.

- 3.2. For the avoidance of doubt, the following persons are not eligible to participate:
 - 3.2.1. Investors who are not Malaysian tax residents;
 - 3.2.2. All corporate and institutional investors;
 - 3.2.3. All permanent and contract employees of Bay Group Holdings Sdn Bhd; and
 - 3.2.4. Any investor whose Platform account has, whether before or during the Campaign Period, been suspended, terminated, or flagged by CapBay for suspected fraud, money laundering, or other breach of the Platform’s terms of use.

4. Qualifying Criteria

- 4.1. To qualify for the Campaign, Eligible Investors must satisfy the following criteria (the “**Overall Criteria**”, and an investor meeting such criteria shall be referred to as a “**Qualified Investor**”):
 - 4.1.1. The investor must deposit a cumulative investment amount resulting in a total minimum amount of RM10,000.00 on the Platform during the Campaign Period (the “**Qualifying Deposit**”);
 - 4.1.2. The investor must apply the promotion code provided by CapBay “**HNH2026**” (“**Campaign Code**”), in at least one of the top-ups or deposit made, at any time during the Campaign Period;
 - 4.1.3. The investor must select and activate one of the following pre-set Auto Invest profiles on the Platform’s Auto Invest Section and thereafter maintain such Auto Invest profile throughout

the Campaign Period and the Earning Period ("**Auto Invest Profile**") in accordance with Clause 5.5:

- a) Conservative; or
- b) Moderate; or
- c) Aggressive.

4.1.4. The investor must continue to meet the general eligibility requirements under Clause 3, and maintain the Minimum Portfolio Balance throughout the Earning Period.

5. Issuance of the Campaign Reward

5.1. A Qualified Investor shall be entitled to earn the Campaign Reward, being a cash incentive calculated at the rate of 1.5% per annum based on the Campaign Net Deposit applicable on each day during the Earning Period, subject to the fulfillment of the Overall Criteria and subject to the availability of the Campaign Reward Pool.

5.2. The Campaign Reward shall accrue on daily basis based on the following formula:

$$\text{Daily Campaign Reward} = \text{Campaign Net Deposit} \times 1.5\% \text{ p.a.} \div 365$$

5.3. For purposes of calculating the Campaign Reward payable for each quarterly payout as per Clause 5.6, the Daily Campaign Reward shall be calculated for each day during which the Auto Invest Profile is switched on, and the aggregate Daily Campaign Reward accrued during the relevant quarterly period shall constitute the Campaign Reward payable for such quarterly payout.

5.4. If at any time during the Earning Period the Qualified Investor's Portfolio Balance falls below the Minimum Portfolio Balance, the accrual of the Campaign Reward shall cease permanently from such date and any subsequent deposit, investment, transfer or increase in the Qualified Investor's Portfolio Balance shall not reinstate or restore the Qualified Investor's eligibility to earn the Campaign Reward.

5.5. Notwithstanding Clauses 4.1.3 and 5.1, where a Qualified Investor switches off the Auto Invest Profile function during the Earning Period, the accrual of the Campaign Reward shall be suspended for the period during which the Auto Invest function remains switched off. No Campaign Reward shall accrue for any day during which the Auto Invest Profile is switched off.

For the avoidance of doubt, the period during which the Auto Invest Profile function is switched off or paused, shall not reset the Earning Period or disqualify the Qualified Investor from the Campaign. The Campaign Reward shall resume accruing when the Auto Invest Profile function is switched on again, provided that the Qualified Investor continues to maintain the Minimum Portfolio Balance and satisfy the Overall Criteria.

5.6. The Campaign Reward will be credited in the Qualified Investor's investment account on a quarterly basis, within fourteen (14) working days of the applicable payout month, according to the following schedule:

Quarter	Payout Month
1	January 2027
2	April 2027
3	July 2027
4	October 2027

- 5.7. The amount of Campaign Reward payable for each quarterly payout shall comprise the Campaign Reward accrued during the relevant period, subject to the Qualified Investor satisfying all applicable requirements under these terms and conditions.
- 5.8. The Campaign is capped at a total allocation of RM30,000.00 ("**Campaign Reward Pool**") in aggregate across all Qualified Investors, which shall be offered on a first-come, first-served basis, as determined by the timestamp of the Qualified Investor's Qualification Date. Upon full utilization of the Campaign Reward, no further claims will be entertained, and no further Campaign Reward shall accrue or be payable from the date on which the Campaign Reward Pool is fully utilized.

6. General Terms and Conditions

- 6.1. Participation in this Campaign requires the activation of an Auto Invest Profile, which will result in the Qualified Investor's monies being invested in investment notes on the Platform. Such investments carry the risk of default and loss of capital, which risk is borne solely by the Qualified Investor.
- 6.2. By participating in this Campaign, each participant is deemed to have read, understood and agreed to be bound by these Terms and Conditions and any decisions made by CapBay in relation to this Campaign.
- 6.3. CapBay reserves the right to terminate this Campaign and/or amend or substitute any of the terms and conditions of this Campaign at any time at its sole discretion and without prior notice, without liability to any party. For the avoidance of doubt, such right includes the right to amend, add to, or remove any eligibility criteria, qualifying criteria, Campaign Reward, or Campaign Period, set out in these Terms and Conditions, or to suspend or discontinue the Campaign in whole or in part. Any such amendment shall take effect upon being posted on the Platform or CapBay's official website, and a participant's continued participation in the Campaign following such posting shall constitute the participant's acceptance of the amended terms.
- 6.4. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to verify the identity, eligibility and compliance of any participant with these Terms and Conditions.
- 6.5. Participation in this Campaign may be conducted concurrently with any other campaign or promotion organised by CapBay, provided that the participant satisfies the eligibility criteria and terms and conditions applicable to the respective campaign or promotion, unless otherwise determined by CapBay.

- 6.6. CapBay reserves the right to substitute the Campaign Reward with other rewards, products and/or services without notice, in which case all rules herein governing the Campaign shall apply to the substituted rewards, products and/or services.
- 6.7. The Campaign Reward is non-transferable and may not be auctioned, traded, bartered, or sold.
- 6.8. CapBay reserves the right to clawback, withhold or forfeit any Campaign Reward if it determines, in its sole discretion, that there has been any manipulation, abuse, or fraudulent conduct in connection with this Campaign.
- 6.9. By participating in this Campaign, each participant consents to CapBay collecting, using, and disclosing their personal data for purposes reasonably connected with the administration of this Campaign, in accordance with CapBay's prevailing Privacy Notice.
- 6.10. These Terms and Conditions constitute the entire agreement between CapBay and each participant in relation to this Campaign and supersede any prior representations, communications or promotional materials relating to this Campaign, save as expressly amended by CapBay in accordance with Clause 6.3.
- 6.11. All other rules, terms and conditions governing the respective products, packages and/or programs on the Platform shall continue to apply.
- 6.12. In the event of any inconsistency, these terms and conditions shall prevail only insofar as they relate to the Campaign. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.
- 6.13. CapBay shall not be liable for any default, cancellation or postponement of the Campaign arising from any force majeure event, technical or system failure, or any other event beyond its reasonable control.
- 6.14. All decisions made by CapBay in connection with this Campaign shall be final, conclusive, and binding in all circumstances, and no further correspondence, complaints, or appeals will be entertained.
- 6.15. Any taxes, fees or charges imposed in connection with the Campaign shall be borne solely by the Qualified Investor. Each Qualified Investor shall be solely responsible for declaring and reporting the Campaign Reward to the relevant tax authorities, where applicable.
- 6.16. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia, and shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

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