

CapBay Secondary Market Fees

Terms and Conditions

1. Introduction

- 1.1. Bay Smart Capital Ventures Sdn Bhd (1280292-W) (“**CapBay**”) operates a peer-to-peer financing platform (“**CapBay Platform**”) that provides investors with the opportunity to finance small and medium enterprise businesses (SMEs).
- 1.2. This Secondary Market introductory zero-fees promotion (the “**Promotion**”) is offered by CapBay and shall remain in effect until withdrawn or amended by CapBay in its sole discretion.
- 1.3. Under the Promotion, Eligible Investors (as defined in Clause 2 herein) may enjoy a waiver of the secondary market transaction fees for successful sale and purchase of investment notes on the CapBay Platform, subject to the terms set out herein.

2. Eligibility

- 2.1. The Promotion is open only to investors who:
 - (a) are duly registered on the CapBay Platform;
 - (b) maintain an active and verified P2P investment account with CapBay; and
 - (c) satisfy the criteria set out below:

2.1.1. To Sell on the Secondary Market

A. New Investors:

- a. Must top up and maintain a minimum portfolio of RM10,000; and
- b. Must invest into at least one investment note before selling on the Secondary Market.

B. Existing Investors:

- a. May sell only the eligible investment note(s) they are currently invested in, which can be accessed via the Portfolio tab on the CapBay Platform.

2.1.2. To Buy on the Secondary Market

A. New Investors:

- a. Must top up and maintain a minimum portfolio of RM10,000.

B. Existing Investors:

- a. Must maintain a minimum portfolio of RM10,000 in order to buy investment note(s) on the Secondary Market.

3. Feature Mechanics

- 3.1. During the Promotion Period, CapBay will waive the Secondary Market fees normally chargeable to investors for each successful sale and purchase of an investment note.
- 3.2. The 0% fee applies only to sale and purchase completed during the Promotion Period. Transactions initiated but not completed within the Promotion Period will be subject to the fees.
- 3.3. Other charges such as Service Fees (if any), may still apply and are excluded under this Promotion.

4. General Terms and Conditions

- 4.1. CapBay reserves the right, at its sole discretion, to vary, suspend, or terminate the Promotion or amend these Terms at any time without prior notice.

- 4.2. The Promotion is non-transferable, non-exchangeable, and cannot be combined with any other promotions, rebates, or offers unless otherwise stated by CapBay.
- 4.3. CapBay reserves the right to request for any information and/or documents it deems necessary to ascertain the eligibility of an investor.
- 4.4. All other terms and conditions governing the respective products/packages/programs on the CapBay Platform shall continue to apply. In the event of any inconsistencies or discrepancies, the Terms and Conditions herein shall prevail only insofar as they are relevant and applicable to the Promotion.
- 4.5. CapBay shall not be liable for any default due to any conventional force majeure event, technical fault, failure or limitation, act of God, war, riot, strike, terrorism, epidemic, pandemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of CapBay.
- 4.6. All of CapBay's decisions in respect of the Promotion are final, conclusive and binding in all circumstances and no further complaint or appeal from any person shall be entertained.