

Secured Financing Rewards Campaign Terms and Conditions

1. Introduction

- 1.1. This CapBay Secured Financing Rewards Campaign (“**Campaign**”) is organized by Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) (“**CapBay**”) and shall run from 1 July 2026 to 31 March 2027, both dates inclusive (“**Campaign Period**”).
- 1.2. These terms and conditions apply to all eligible participants.
- 1.3. Under this Campaign, eligible Referral Partners (as defined below) may under this Campaign, refer new Issuers (as defined below) to register and sign up as Issuers via CapBay P2P Platform (“**Platform**”). Should the eligible Referral Partners and the referred Issuers meet all applicable eligibility and qualifying criteria during the Campaign Period, the Referral Partners may receive a Campaign Reward up to RM10,000.00 (“**Campaign Reward**”).

2. Definition

- 2.1. Unless the context otherwise requires, the following expressions shall have the meanings assigned to them below:

“**Cumulative Net Disbursement Amount**” means the aggregate amount disbursed under the relevant Secured Financing Facility before deduction of any applicable fees, charges, costs or any other applicable deductions.

“**Issuer**” or collectively, “**Issuers**” means an entity that issues Investment Note(s) to investors to raise funds on the Platform operated by CapBay for the purpose of Peer-to-Peer Financing.

“**Referral Partner**” or collectively, “**Referral Partners**” means any individual or entity who refers potential clients to CapBay and has been duly onboarded and approved as an introducer under CapBay’s referral programme.

“**Secured Financing Facility**” means any financing facility offered, approved or granted by CapBay to an Issuer under CapBay’s secured financing programme, where such financing is secured against collateral or security acceptable to CapBay, and includes any approved facility amount and all disbursements made thereunder.

3. Eligibility

- 3.1. This Campaign is open to all Referral Partners who meet the following criteria:
 - 3.1.1. Are Malaysian tax residents;
 - 3.1.2. Must be registered as an introducer under the Capbay’s referral programme before or during the Campaign Period;Referral Partner who meets the above criteria shall be known as “**Eligible Referral Partner**”, and collectively, “**Eligible Referral Partners**”.

- 3.2. For the avoidance of doubt, the following are not eligible to participate:
 - 3.2.1. Government ministries, departments and public agencies;
 - 3.2.2. Statutory bodies and local municipal authorities;
 - 3.2.3. Government-Linked Companies (GLCs) and Government-Linked Investment Companies (GLICs); and
 - 3.2.4. Corporate partners who have entered into separate partnership agreements with CapBay.

4. Qualifying Criteria

- 4.1. To qualify for the Campaign, Eligible Referral Partners must satisfy the following criteria (the “**Overall Criteria**”, and any Eligible Referral Partners meeting such criteria shall be referred to as a “**Qualified Referral Partners**”):
 - 4.1.1. The Referral Partner must refer the new Issuer to register with CapBay via its Platform within the Campaign Period;
 - 4.1.2. The referral by the Referral Partner must be for an eligible Secured Financing Facility programme in accordance with CapBay’s eligibility requirements; and
 - 4.1.3. The referred Issuer upon being referred by the Referral Partner, must satisfy all applicable Overall Criteria imposed under Clause 4.4.
- 4.2. Referrals may be communicated to CapBay by the Referral Partner via call, WhatsApp or such other communication channels as may be accepted by CapBay from time to time.
- 4.3. In the event more than one (1) Referral Partner claims the same referred Issuer, CapBay shall determine the eligible Referral Partner based on the earliest notification received by Capbay, provided sufficient and accurate referral information has been provided, and CapBay’s determination shall be final and binding.
- 4.4. The referred Issuer, upon being referred to by an Eligible Referral Partner must satisfy the following criteria (the “**Overall Criteria**”) below:
 - 4.4.1. Complete registration with CapBay in the Platform within the Campaign Period under the Secured Financing Facility programme;
 - 4.4.2. Must not be an existing registered Issuer with CapBay prior to the Campaign Period;
 - 4.4.3. The financing facility application for the Secured Financing Facility must be successfully approved by CapBay and accepted by the Issuer during the Campaign Period; and
 - 4.4.4. The financing facility must record at least one (1) disbursement during the Campaign Period.

5. Issuance of the Campaign Reward

- 5.1. Qualified Referral Partners who meet all applicable Overall Criteria under Clause 4.1 and 4.4 will be entitled to receive a Campaign Reward equivalent to **0.5%** of the Cumulative Net Disbursement Amount of the approved Secured Financing Facility of each referred Issuer during the Campaign Period.

- 5.2. For the avoidance of doubt, approval of a Secured Financing Facility alone shall not entitle an Eligible Referral Partner to the Campaign Reward. Eligibility for the Campaign Reward shall only arise upon actual disbursement of the approved Secured Financing Facility during the Campaign Period.
- 5.3. No Campaign Reward shall be payable if the first disbursement occurs after the expiry of the Campaign Period, notwithstanding that the financing application may have been approved during the Campaign Period.
- 5.4. The maximum Campaign Reward payable in respect of each referred Issuer shall be capped at **RM10,000.00** throughout the Campaign Period, regardless of the number of Secured Financing Facilities obtained by the Issuer during the Campaign Period.
- 5.5. Where a referred Issuer obtains more than one Secured Financing Facilities during the Campaign Period, the Eligible Referral Partner may continue to receive the Campaign Reward based on the Cumulative Net Disbursement Amounts of such facilities, subject always to the maximum cap of RM10,000.00 per Issuer.
- 5.6. The Campaign Reward shall be calculated and paid on a quarterly basis within fourteen (14) working days after the end of each quarter, based on the Cumulative Net Disbursement Amount recorded for the relevant referred Issuer during each quarter of the Campaign Period. Where the cumulative Campaign Reward payable across all quarters exceeds the maximum cap stated in Clause 5.4, CapBay shall only pay the remaining balance up to the maximum Campaign Reward.
- 5.7. The Campaign is capped at a total allocation of **RM200,000.00** in Campaign Reward, which shall be offered on a first-come, first served-basis, determined by the timestamp of the disbursement of the relevant Secured Financing Facility. Upon full allocation, the Campaign will automatically terminate, and no further claims will be entertained.
- 5.8. For avoidance of doubt, the Campaign Reward awarded under this Campaign is supplementary to any existing profit-sharing entitlement under CapBay's referral programme. Existing profit-sharing arrangements shall remain unchanged.
- 5.9. CapBay reserves the right to verify all referrals, financing approvals and disbursements prior to making any Campaign Reward payment, and CapBay's determination of the Campaign Reward payable shall be final and binding.

6. General Terms and Conditions

- 6.1. 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.
- 6.2. CapBay reserves the right to request any confirmation of details and/or documents it deems necessary to verify the eligibility of any participants.

- 6.3. The participation of this Campaign cannot be used in conjunction with any other campaign or Campaign unless otherwise determined by CapBay or expressly stated in these terms and conditions.
- 6.4. 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.
- 6.5. The Campaign Reward is non-transferable and may not be assigned, auctioned, traded, bartered, or sold.
- 6.6. CapBay reserves the right to 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, or if a Qualified Referral Partner is not deemed to be a genuine referrer.
- 6.7. All other rules, terms and conditions governing the respective products, packages and/or programs on the Platform shall continue to apply.
- 6.8. In the event of any inconsistency, these terms and conditions shall prevail only insofar as they relate to the Campaign.
- 6.9. 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.
- 6.10. 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.
- 6.11. Any taxes, fees or charges imposed in connection with the Campaign shall be borne solely by the Qualified Referral Partner.
- 6.12. 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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