

To enjoy the offers provided by Sime Darby Beyond Auto Sdn Bhd, MBOT members are kindly requested to email a.iffah@mbot.org.my and strategik@mbot.org.my to request a confirmation letter. Please include these details:

1. The member's full name.
2. MBOT membership number or Identity Card number (IC).
3. Booking form.
4. A copy of the marriage certificate (If the vehicle is to be registered under a spouse's name).

These must be fulfilled before MBOT can issue the confirmation letter via email.

TERMS & CONDITIONS:

a. The Corporate Program Discount Structure above is applicable to purchases of new BYD cars from Sime Darby Beyond Auto Sdn. Bhd. or its authorized dealers under the BYD Corporate Program made by Malaysia Board of Technologists, its members, employees as well as by their respective spouses during the year 2024/2026.

b. The discount as stated in the Corporate Program Discount Structure above is applicable to the published Recommended Retail Price OFF-THE-ROAD of the NEW car, excluding registration, road tax, hire purchase endorsement fee and insurance ("Purchase Price").

c. All cars sold by Sime Darby Beyond Auto Sdn. Bhd. or its Authorized Dealers under any other promotional offers are NOT entitled to the discount as stated in the Corporate Program Discount Structure. This includes but is not limited to cars purchased / sold during any promotional offers i.e. Demo/Registered car, and Promotional Campaign discount (kindly refer to below):

- i. **Demo / Registered cars** - a new car which had been registered under Sime Darby Beyond Auto Sdn. Bhd. or the respective authorized BYD Dealer's name, which has been used and is subsequently sold to customer under the BYD Corporate Program.
- ii. **Promotional Campaign** - a discount which is offered to the customer in the form of a rebate and/or special financing interest rates.

d. If a car to be purchased by Malaysia Board of Technologists, its members, employees as well as their respective spouses under the BYD Corporate Program is included under other promotional offer(s) or is a demo / registered car, this fact and the non-applicability of the discount as stated in the Corporate Program Discount Structure above, will be communicated by the respective BYD Authorized Dealer to the purchaser prior to any confirmation of purchase.

e. Any purchases made by Malaysia Board of Technologists, its members, employees as well as their spouses, irrespective of whether it consists of new or demo/registered car, will be accumulated towards the total volume of purchases (Purchased Units) made under the BYD Corporate Program during the validity of the prevailing BYD Corporate Program. This is for the purpose of ascertaining the percentage of discount applicable under the Corporate Program Discount Structure for each Purchased Unit eligible for discount under the Corporate Program Discount Structure and terms and conditions herein contained.

f. All new cars purchased by Malaysia Board of Technologists, its members, employees as well as their respective spouses within the validity of the prevailing BYD Corporate Program shall be computed collectively to determine entitlement to the percentage discount as stated in the Corporate Program Discount Structure. If the applicable discount is greater than the percentage of discount that was actually given by a BYD Authorized Dealer in respect of any purchase under the BYD Corporate Program, the value of the balance discount shall be paid directly to the purchaser by that respective BYD Authorized Dealer.

g. The above Corporate Program Discount Structure is also applicable to all related companies (within the meaning of Section 7 of the Companies Act 2016) of Malaysia Board of Technologists upon proof of the company's relationship to Malaysia Board of Technologists being furnished to the BYD Authorized Dealer.

Where a corporation -

- i. Is the holding company of another corporation;
- ii. Is a subsidiary of another corporation; or
- iii. Is a subsidiary of the holding company of another corporation,

that first-mentioned corporation and that other corporation shall for the purposes of this Act be deemed to be related to each other.

h. Please provide Sime Darby Beyond Auto Sdn. Bhd. with a “To Whom It May Concern” letter (sample copy as enclosed herewith) to be signed by an authorized personnel from Malaysia Board of Technologists, for purchases made by Malaysia Board of Technologists members or employees under the BYD Corporate Program. Malaysia Board of Technologists employees shall be solely responsible to submit their respective (i) business card; (ii) latest payslips (remuneration redacted) or (iii) marriage certificate if the employee wishes to register the car under his/her spouse’s name to Sime Darby Beyond Auto Sdn. Bhd.

i. The applicability, computation and allowances of the discount percentage in each purchase shall be subject to approval by Sime Darby Beyond Auto Sdn. Bhd. at its absolute discretion.

j. Sime Darby Beyond Auto Sdn. Bhd. & Sime Darby Motors reserve the right to, at any time and from time to time, vary, add, delete or amend any part of the BYD Corporate Program terms and conditions without prior notice. Sime Darby Beyond Auto Sdn. Bhd. reserves the right to, at any time discontinue or terminate the BYD Corporate Program with seven (7) days prior written notice without assigning any reason therefore.

k. Miscellaneous:

i) Neither party shall be liable to the other party for any loss, damages or claims relating to this Agreement, regardless of the nature of the claim, including, without limitation incidental, consequential, indirect or punitive damages.

ii) These terms and conditions shall commence from the date of Malaysia Board of Technologists acceptance of the terms and conditions of this agreement and shall continue to be valid unless terminated accordance with paragraph 2(j) of this agreement.

iii) These terms and conditions shall be governed by the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Malaysian courts.

iv) Neither party shall disclose any information (whether in writing, orally or any other means, directly or indirectly) relating to the products, operations, processes, plans, intentions, trade secrets, customer data (all of which shall be referred to as the “Confidential Information”) of the disclosing party to any third party/ies during the performance on this Agreement without first obtaining the disclosing party’s written consent. Such restriction shall not apply if: (a) disclosure is required by laws, (b) such

Confidential Information comes into public domain other than through the breach of this Agreement; or (c) such Confidential Information is disclosed to the receiving party by a third party without similar restrictions on that third party's right of disclosure; and (d) is approved for release by written authorization of the disclosing party.