

## SCHEDULE 1- FEC TERMS AND CONDITIONS

### **TERMS AND CONDITIONS FOR FOREIGN EXCHANGE CONTRACT (“FEC”) TRANSACTIONS (“FEC Terms and Conditions”).**

#### **1. Purpose of FEC facilities**

1.1 The FEC facilities established by the Bank for the Customer to undertake FEC Transactions are on an unadvised and uncommitted basis. Any FEC Transaction shall be entered into on a mutually agreed basis.

1.2 The FEC facilities shall be utilised solely for purposes of risk mitigation in managing the Customer's borrowings or investments, hedging of underlying assets, liabilities or capital base or in connection with its line of business and not for the purpose of speculation. The Customer shall at all times ensure compliance with any applicable laws including the Financial Services Act 2013 (“the Act”), the Notices on Foreign Exchange issued pursuant to the Act (the “FE Notices”) and the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“AMLATFA”).

#### **2. Consents and Approvals**

2.1 The Customer shall (i) ensure that all management, regulatory, governmental, or other approvals or consents, as may be applicable, have been obtained and in particular any approval required from Bank Negara Malaysia (“BNM”) pursuant to the Act or the FE Notices has been obtained and all conditions of such approvals shall be complied with prior to and during the tenure of any FEC Transaction; and (ii) provide the Bank with a copy of any approval which relates to or is in connection with FEC Transactions when requested.

2.2 The Bank reserves the right to request for supporting documents evidencing the Customer's purpose for each FEC Transaction at any time whether before or after execution of an FEC Transaction, including upon a request by Customer to extend or cancel the FEC Transaction. The Customer shall provide the same within such time as notified by the Bank failing which the Bank reserves the right to terminate the FEC Transaction.

2.3 In the event of any failure by the Customer to comply with clause 1.2, 2.1 or 2.2, the Bank shall, in addition to any other rights available under law or this Agreement, have the right to report such non-compliance to BNM and in the case of a potential or suspected breach of AMLATFA laws, delay, block or refuse to process any FEC Transaction.

#### **3. Maturity and/or Extension of Forward FEC Transactions**

3.1 Valid reasons must be provided should the Customer wish to extend the maturity date of the FEC Transaction. Extension is at the Bank's discretion and shall be subject to the FE Notices.

3.2 A request for extending the tenor of a FEC Transaction must be made by the Bank's cut-off time for the respective currencies on the maturity date failing which the FEC Transaction may not be extended unless otherwise agreed by the Bank and shall be settled according to the agreed terms.

In the event that the Bank declines such request for extension and settlement has not been effected by the Customer on the due date or within such other period as determined by the Bank, the maturing FEC Transaction will be liquidated by using the then current market spot rate.

In either case, whether the FEC Transaction is liquidated or accepted by the Bank to be extended, the Customer must pay the mark-to-market losses (as calculated by the Bank), if any, incurred on such liquidated or extended FEC Transaction. The mark-to-market losses shall be payable on the day the FEC Transaction is liquidated or extended.

3.3 Where the Bank accepts the request for extension, the new forward rate shall be based on the then current market spot rate and not the historical rate. However, subject always to the Bank's discretion, where the resulting gains and/or losses on the maturing FEC Transaction are less than Ringgit Malaysia Ten Thousand (RM10,000.00), the contract may be renewed at the historical rate.

#### **4. Currency Option Transactions**

This clause 4 applies to FEC Transactions that are currency/foreign exchange option transactions.

4.1 In respect of each FEC Transaction that is a currency option transaction the Buyer agrees to pay the Seller the Premium on the Premium Payment Date.

4.2 Exercise of options will be according to the option style. In particular:

(i) In respect of an ‘American Style’ foreign exchange option transaction, the rights granted are exercisable any time on a Business Day during an exercise period and before the expiration time on the expiration date;

(ii) In respect of a ‘European Style’ foreign exchange option transaction, the rights granted are exercisable only on the expiration date, before the expiration time; or

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(iii) In respect of any other option styles, as specified in the related Confirmation.

4.3 Unless Automatic Exercise is specified in the Confirmation for a currency option:

4.3.1 any notification for the exercise of an option must be in writing; and

4.3.2 if a notice of exercise with respect to a currency option has not been received by the Seller prior to or at the Expiration Time, on the Expiration Date, the currency option shall be deemed expired and become void and of no effect.

4.4 Where Automatic Exercise is specified to apply, and a currency option has not been exercised prior to or at the Expiration Time on the Expiration Date, then the currency option is deemed to have been exercised as of that time if the in-the-money amount of the currency option transaction equals or exceeds the product of one percent (1%) of the Strike Price multiplied by the Call Currency amount or the Put Currency amount (as appropriate).

4.5 The in-the-money amount:

- (a) in relation to a call option, is the amount (if any) in the Put Currency determined by taking the excess of the spot price over the Strike Price and multiplying this excess by the Call Currency Amount with both prices being quoted in terms of the amount of the Put Currency to be paid for one unit of the Call Currency; and
- (b) in relation to a put option, is the amount (if any) in the Call Currency determined by taking the excess of the Strike Price over the spot price and multiplying this excess by the Put Currency Amount with both prices being quoted in terms of the amount of the Call Currency to be paid for one unit of the Put Currency.

4.6 The spot price is the rate of exchange between the Put Currency and the Call Currency that appears at or about the Expiration Time on the Expiration Date of the currency option transaction on a screen which, in accordance with market conventions, is a screen that can be used for this purpose.

4.7 The 'Strike Price' is the currency exchange rate specified as such in the related confirmation that is the currency exchange rate at which the Put Currency and the Call Currency may be exchanged on exercise of the currency option.

4.8 On the settlement date of a currency option, the Buyer shall pay the Put Currency to the Seller and the Seller shall pay the Call Currency to the Buyer for value on the Settlement Date.

4.9 Unless otherwise agreed by the Parties, a currency option may be exercised only in whole and not in part.

### 5. Payments

5.1 The parties shall make all payments to be made in respect of the FEC Transactions in connection with this Agreement on the due date specified, in the currency agreed and in immediately available and freely transferable funds.

5.2 Except for any payments that may be due pursuant to FATCA (as defined in clause 11.7), all payments will be made without any deduction or withholding for or on account of any taxes duties or other charges and, unless otherwise provided in this Agreement, without any set-off or counterclaim.

5.3 The Bank's obligation to pay the Customer in respect of FEC Transactions shall be subject at all times to and conditional upon the Bank receiving or being satisfied of receipt of the Customer's payment of all amounts due from and payable by the Customer on or before the date of the Bank's payment.

5.4 Each party's obligation to make payments under this Agreement is subject to the condition precedent that no termination event as specified in clause 9.1 has occurred and/or is continuing. The foregoing condition precedent shall not apply if a party has satisfied in full all its payment obligations under the Agreement (including present, future or contingent, obligations).

5.5 The Bank shall inform the Customer from time to time of the manner of providing instructions (including payment and settlement instructions) in connection with this Agreement. Unless otherwise agreed with the Bank, Customer shall provide settlement instructions to the Bank in writing, including details of any accounts to which payments are to be made. If the Customer fails to provide this information on or before such time as the Bank may require, the Bank may in its discretion, acting reasonably, take such action as it considers appropriate in the circumstances, including as set out in clause 5.6. This may result in a loss to Customer.

5.6 Without limiting any other rights of the Bank under this Agreement (including under clause 9.1), if the Bank has not received payment in respect of a FEC Transaction on the due date or has not received Customer's settlement instruction before a payment to the Customer is due under this Agreement, the Bank may (but is not obliged to) choose to:

- (a) by prior written notice of seven (7) Business Days to the Customer, terminate the FEC Transaction so

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that clause 9.3 applies to it and an Early Termination Amount becomes payable in respect of the terminated FEC Transaction in accordance with clause 9.4. Such notice must specify the early termination date; or

(b) maintain the FEC Transaction for such period as the Bank deems necessary for a period beyond the original maturity date until such time that the Bank receives the relevant settlement instructions or in the case of non-payment by the Customer, allow any extended period for payment at the Bank's discretion,

and in either case the Customer shall pay the Bank any amounts due, including any losses as may be incurred by the Bank, arising from such failure on the part of the Customer as determined by the Bank in good faith.

5.7 The Customer must at all times make available sufficient funds in its accounts maintained with the Bank to cover all payments that are due to the Bank under the Agreement.

5.8 Where any amount remains due and unpaid by the Customer on the due date, the Bank shall be entitled to:

(a) upon giving one (1) Business Day prior notice, earmark from the Customer's banking facilities including overdraft facilities, such outstanding amount for such period as the Bank may in its discretion deem fit and the Customer shall not be entitled to utilise the earmarked amount;

(b) upon giving one (1) Business Day prior notice, earmark any deposit including credit balances of the Customer for settlement of the outstanding amounts and in such case, the Bank shall be entitled to withhold such earmarked deposit including credit balances. The Customer shall not be entitled to withdraw such earmarked deposit including credit balances until the Customer discharges all actual or contingent liabilities in connection with the FEC Transactions to the Bank; and/or

(c) terminate the FEC Transactions pursuant to clause 9.1,

and subject to seven (7) Business Days prior notice, the Customer authorises the Bank to debit any of the Customer's accounts or utilise the relevant banking facilities without any further instruction from the Customer, from time to time, with any sum of money that is due from or payable by the Customer in connection with this Agreement (including any amount payable by the Customer under clause 3.2, clause 5 or clause 9.5).

The Customer further agrees that, subject to providing seven (7) Business Days prior notice, and without affecting any other rights and remedies of the Bank, the Bank shall be entitled to combine or consolidate all or any of the then existing accounts of the Customer including any that may be in the name of the Bank or held jointly by the Customer with others (whether current or deposit account, loan or any other nature and whether in Ringgit or in any other currency) and set-off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any outstanding amounts due from the Customer under this Agreement whether such amounts be present future actual or contingent.

### 6. Indemnities and Limitation of Liability

Without limitation to any other liability of the Customer under these FEC Terms and Conditions and to the extent not accounted for under any payments or other costs, the Customer shall indemnify the Bank for any losses, damages, claims, costs and expenses by reason of or as a consequence of Customer's failure to fulfill the terms of any FEC Transaction (including any failure or delay in making any payment on the due date) or as a result of and in relation to any losses or costs incurred for enforcement or recovery of any money owed (including legal fees) by the Customer in relation to any FEC Transaction as determined in good faith by the Bank arising from the Bank exercising its rights under the Agreement save and except for such costs, losses, expenses, claims and damages which are directly attributable to the Bank's gross negligence, willful default or willful misconduct.

### 7. Set-Off

Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer") in the case of a Termination Event in respect of which all outstanding FEC Transactions are affected by a Termination Event ("Affected Transactions") has occurred, will at the option of the Terminating Party and subject to seven (7) Business Days prior notice to the Affected Party, be reduced by its set-off against any other amounts payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). The Terminating Party shall notify the Affected Party of any set-off effected under this clause.

### 8. Month-End Statements

8.1 Statements will be sent at the end of each month detailing all outstanding FEC Transactions for that month.

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8.2 The Customer is required to check its contents and notify the Bank of any errors or irregularities within fourteen (14) Business Days of the date of the statement.

8.3 The Customer agrees that should the Customer fail to advise the Bank in writing of the non-receipt of the statement or notify the Bank of any errors within fourteen (14) Business Days from the end of the month or the date of the statement as applicable, the Bank's accounts and records shall be conclusive evidence of the FEC Transaction/balances and the Customer shall be deemed to have accepted all matters contained in the statement as true and accurate in all respects.

### 9. Early Termination

9.1 Each of the following events is a "Termination Event" in respect of a party:

9.1.1 the party does not make payment on the due date of any amount under this Agreement and the failure to pay is not rectified for a period of one (1) Business Day after notice of the failure is given to the party; or

9.1.2 the party fails to perform or comply with any obligation (other than any payment obligation specified in clause 9.1.1), in relation to an FEC Transaction and fails to remedy the same if such failure is capable of remedy within seven (7) Business Days from the date of a notice from the other party or if not capable of remedy immediately upon the effective date of such notice. A failure to perform an obligation shall include the failure by Customer to provide any documents or information in relation to the FEC Transaction, including evidence on the hedging requirement, at any time upon request of the Bank;

9.1.3 the party disaffirms, disclaims, repudiates or challenges the validity of any part of the Agreement or any FEC Transaction or indicates an intention not to fulfill any obligation under the Agreement;

9.1.4 any representation made by the party or information or document provided, is untrue or misleading in any material respect;

9.1.5 the party defaults on one or more payments or other obligations that it owes to any person in respect of money borrowed or raised or under any facility, guarantee, indemnity, capital market or financial market transaction ("Obligations"), after the expiry of any grace period for such Obligations (if any), and

(i) if the party is Customer, in an amount that exceeds Ringgit Malaysia Ten Thousand (RM10,000.00); or

(ii) if the party is the Bank, in an amount that exceeds three percent (3%) of the Bank's total shareholders' equity as specified from time to time in the Bank's most recently published consolidated financial statements,

or, any such Obligation is declared to be due and payable (other than by regularly scheduled payments) before its maturity date.

9.1.6 a party is unable to pay its debts generally as they fall due, becomes insolvent, commences negotiations with its creditors for the rescheduling of its debts or enters into any composition with its creditors, or any proceedings are commenced against it seeking a judgment of insolvency, bankruptcy, reorganization, administration, winding up, liquidation or other similar relief in respect of the party or its debts or assets and such proceedings are not dismissed or stayed within fifteen (15) Business Days of the presentation thereof or the appointment of a receiver, administrator, liquidator, trustee, assignee in bankruptcy or other similar officer over all or substantially all the assets of the party or a resolution is passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger) or a party is subject to any event which has an analogous effect to any of the events in this clause 9.1.6;

9.1.7 a party by reason of a force majeure event or act of state occurring after a FEC Transaction is entered into, on any day,

(i) is prevented from performing any obligation to make a payment or delivery in respect of such FEC Transaction;

(ii) is prevented from complying with any other material provision of this Agreement; or

(iii) it becomes impossible or impracticable for a party to perform, such obligations,

and such force majeure event is continuing for a period of five (5) Business Days.

For the avoidance of doubt, the terms 'force majeure' and 'act of state' shall bear their ordinary meaning, provided that the force majeure or act of state is beyond the control of the relevant party.

9.2 The party in respect of whom the Termination Event happens (the "Affected Party") shall promptly notify the other party (the "Terminating Party") if it becomes aware of the occurrence of a Termination Event in respect of it.

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9.3 If a Termination Event occurs and is continuing in respect of an Affected Party, the Terminating Party may, by written notice to the Affected Party specifying the nature of the Termination Event, terminate all (and not less than all) outstanding FEC Transactions and an Early Termination Amount shall become payable in accordance with clause 9.5. The notice must specify an early termination date for the terminated FEC Transactions no later than a date which is twenty one (21) Business Days after the date of the notice.

9.4 Upon the effective date of the notice of termination, no further payments shall be due between the parties and the Early Termination Amount shall be calculated in accordance with clause 9.5.

9.5 On or about the early termination date the Bank shall calculate each of the following in Ringgit Malaysia (or any other currency agreed by the parties where Ringgit Malaysia is not freely available):

(a) the mark-to-market value of each terminated FEC Transaction using prevailing market rates determined by the Bank in good faith. Any mark-to-market amounts payable by the Bank are expressed as a negative number and any such amounts payable by the Customer are expressed as a positive number.

The mark-to-market value of a FEC Transaction means the amount of losses or costs or gains to the Bank that would be incurred or realised in replacing or in providing for the Bank the economic equivalent of the material terms of the terminated FEC Transactions, any cost of funding and any loss or cost incurred in connection with terminating or re-establishing any hedge related to a terminated FEC Transaction in Ringgit Malaysia (or any other currency as the Bank may select in good faith).

In determining the mark-to-market values the Bank will use the prevailing market rate and act in good faith, using commercially reasonable procedures to produce commercially reasonable results. While the Bank may choose to obtain firm or indicative quotations in order to determine a mark-to-market value, the Bank is not obliged to and the Bank can make its determination on other information such as market data or information from the Bank's own internal sources.

(b) the unpaid amounts in respect of each terminated FEC Transaction as at the early termination date, being the amount of all payments which fell due for payment by the Customer or the Bank in respect of the terminated FEC Transactions under this Agreement on or before the early termination date but which have not been paid plus any interest in respect of them (but excluding any double-counting). Any unpaid amounts payable by the Bank are expressed as a negative

number and any such amounts payable by the Customer are expressed as a positive number.

c) a single net amount in respect of the terminated FEC Transactions. This is calculated by the Bank netting the sum of all positive mark-to-market values and unpaid amounts against the sum of all negative mark-to-market values and unpaid amounts so that a single net amount is obtained.

If the single net amount calculated under 9.5 (c) is positive, then that amount is the Early Termination Amount payable to the Bank. Alternatively, if the single net amount calculated under 9.5 (c) is negative, then the Early Termination Amount is the absolute value of that amount payable to the Customer. Any Early Termination Amount payable is subject to the other provisions of this agreement, including clause 7 (Set-off).

The Bank shall notify the Customer of the result of the Early Termination Amount calculations as soon as practicable after making the calculations. Upon written request, the Bank will provide reasonable details of how the amount was calculated. Payments due under this clause shall be made by the relevant party on the Business Day following the date on which the Bank gives notice of the Early Termination Amount.

The Bank may convert any amounts in foreign currency to Ringgit Malaysia when making a determination using the spot rate of exchange on that day.

9.6 In any legal actions or proceeding, a certificate of the Bank as to any amount due to or from the Bank arising from or in relation to the FEC Transactions shall, in the absence of obvious error, be conclusive evidence that such amount is in fact due and payable.

### 10. Privacy

10.1 The Customer is reminded to read and understand the Privacy Notice of AmBank Group (which is available at [www.ambankgroup.com](http://www.ambankgroup.com)) and the clause herein ("Privacy Notice") before agreeing to be bound by the Privacy Notice.

#### For corporations

10.2 Where the Customer is a corporation, the Customer hereby irrevocably consents, represents, authorises and confirms to the Bank that it has duly obtained its directors, shareholders, authorised signatories, officers, guarantors and/or other security parties' (collectively the "Relevant Parties") consent and authority,

(i) to provide the information required by the Bank for use in accordance with the Agreement;

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(ii) for the Bank to carry out the necessary reference checks including but not limited to credit reference checks to further ascertain the status of the Customer and the Relevant Parties,

at the Bank's discretion, without further reference to the Customer or the Relevant Parties, in facilitating the FEC Transactions and the Bank's business and operational requirements.

### For individuals / sole-proprietorships / partnerships

10.3 Where the Customer is an individual / sole-proprietorship / partnership, the Customer is reminded to read and understand the Privacy Notice as it may relate to the processing of his / her personal information.

10.4 Where the Customer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by the Bank's agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or its agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the disclosures in relation to the Customer and others involved in the said cross-border transaction.

10.5 This clause 10 shall be without prejudice to clause 11.5 on 'Consent to Disclose'.

## 11. Miscellaneous

### 11.1 Execution of an FEC Transaction

11.1.1 Customer and the Bank may agree to enter into FEC Transactions from time to time. FEC Transactions may be entered into orally or in writing (electronically or by email). The parties are bound by the terms of a FEC Transaction from the moment:

(a) (if the transaction is entered into orally), Customer orally communicates its acceptance of those terms to the Bank's dealing personnel;

(b) (if the transaction is entered into electronically, via an electronic service or system agreed to by the Bank (including mobile applications or any online electronic service agreed to or provided by the Bank)) the Bank is deemed to have received Customer's electronic acceptance in accordance with usage of the device or any agreed terms or commonly accepted market practice;

(c) (if the transaction is entered into by email), the Bank receives the email from Customer accepting the terms of the FEC Transaction.

11.1.2 All FEC Transactions concluded will be followed by a written (which includes facsimile transmission ("fax"), e-mail or electronic messaging) confirmation from the Bank setting out the economic terms of the FEC Transaction ("Confirmation").

11.1.3 In the event of any errors in the Confirmation the Customer shall notify the Bank of the same forthwith and in any event at the latest by the close of the following Business Day failing which it shall be deemed that there are no errors save for an obvious and indisputable error.

The Customer shall, if required, by the Bank, return the acknowledgement copy of the Confirmation, whether by e-mail, fax or postal delivery, duly signed/acknowledged by the Customer's authorised signatory(s) no later than such time as stipulated in the Confirmation or within seven (7) Business Days of receipt, whichever is earlier, failing which the Confirmation and the terms contained therein shall be deemed accurate and duly acknowledged by the Customer. The Agreement (including any amendment, variation or modification in respect of it) and any Confirmation may be executed and delivered in counterparts (whether executed in original, e-mail or fax), each of which shall constitute an original and which together shall constitute one and the same agreement.

11.1.4 The parties agree that FEC Transactions shall be concluded in accordance with clause 11.1.1. Therefore, the existence of a binding transaction is not conditional on:

- (a) the Bank's issuance of a Confirmation; or
- (b) customer's receipt of a Confirmation; or
- (c) customer's acknowledgment that the Confirmation is correct.

Accordingly, customer's failure to receive a Confirmation or acknowledge that the Confirmation is correct does not invalidate or otherwise prejudice the existence of a FEC Transaction.

11.1.5 In the event of any inconsistency between a Confirmation and these terms and conditions, the Confirmation will prevail for the purpose of the relevant FEC Transaction.

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### 11.2 Representations

Each party represents and warrants to the other party that:

- (a) it has full capacity, authority and power to enter into this Agreement and each FEC Transaction;
- (b) this Agreement and each FEC Transaction, is or will be, legally binding and enforceable against it in accordance with their respective terms, subject to applicable bankruptcy or insolvency laws which shall include the Companies Act 2016 and the Insolvency Act 1967 as amended from time to time, or similar laws affecting the rights of creditors in general;
- (c) it enters into this Agreement, including each FEC Transaction, as a principal and not as agent and will be liable for its obligations under this Agreement and each FEC Transaction;
- (d) the execution of this Agreement and performance of its obligations under this Agreement do not violate or conflict with any law applicable to it, its constitutional documents, any order or judgement of court or regulatory authority or any contractual restriction binding on it or its assets;
- (e) It has made its own independent decision to enter into the FEC Transaction and is not relying on any communication from the other party as a recommendation or advice to enter into the FEC Transaction. It is capable of evaluating and understanding, and it understands and accepts the terms, conditions and risks of the FEC Transaction. It is also capable of assuming, and assumes, the financial and other risks of the FEC Transaction;
- (f) The other party does not assume any fiduciary obligations or act as an advisor to it in connection with the FEC Transaction; and
- (g) No Termination Event has occurred and is continuing.

Each of these representations and warranties is deemed to be repeated on each date on which a FEC Transaction is entered into.

**11.3 The International Swaps and Derivatives Association (ISDA) Definitions.** If a definition in this Agreement or Confirmation for any FEC Transaction cannot be construed by reference to these FEC Terms and Conditions and the terms of the Confirmation itself then the 1998 FX and Currency Option Definitions as published by the International Swaps and Derivatives Association, Inc, as amended from time to time ("ISDA FX Definitions") will be applicable to the extent necessary. Each party represents that it understands

that a copy of the ISDA FX Definitions can be obtained from ISDA, through its website (which at the date of these FEC Terms and Conditions, has the address [www.isda.org](http://www.isda.org)). Each party is reminded to read and understand the ISDA FX Definitions before entering into the FEC Transaction. If there is any inconsistency between the terms of this FEC Terms and Conditions and the ISDA FX Definitions, then the FEC Terms and Conditions will prevail.

### 11.4 Transfer and Assignment.

Neither party may transfer or assign any rights, obligations or interests under this Agreement to a third party without the prior written consent of the other party. The Bank may transfer or assign its rights, obligations or interests under this Agreement where such transfer or assignment is made pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity.

### 11.5 Consent to Disclose.

The parties hereby consent to the communication and disclosure of any information in respect of or relating to the Agreement and the FEC Transactions, to (i) each of their branches, subsidiaries and related corporations, auditors, legal counsel and professional advisors or other relevant third parties for purposes of this Agreement under its ordinary course of business and/or pursuant to operational requirements, and (ii) a court of competent jurisdiction or any Government or regulatory authority in accordance with which such party is required to act.

### 11.6 Consent to Recording.

Customer: (i) consents to the recording of the telephone conversations between the Bank and/or its Affiliate's trading, operation and marketing personnel with the Customer in connection with the Agreement or any actual or potential FEC Transaction with or without the use of an automatic tone warning device; (ii) agrees that recordings may be submitted in evidence in any proceedings relating to the Agreement or FEC Transactions; and (iii) agrees that the Bank is not obligated to maintain copies of such recordings and transcripts for the benefit of the Customer.

### 11.7 FOREIGN ACCOUNT TAX COMPLIANCE ACT 2010 ("FATCA") information

(a) subject to clause 11.7 (c), upon request from the Bank, the Customer shall, within ten (10) Business Days;

i) confirm that the Customer is;-

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a) a FATCA exempted party; or

b) not a FATCA exempted party.

(ii) supply to the Bank such forms, documentation and other information relating to its status under FATCA for the purpose of compliance with FATCA; and

(iii) supply to the Bank such forms, documentation and other information relating to its status for the purpose of compliance with any other law or regulation relating to an exchange of information regime

(b) if the Customer confirms that it is a FATCA exempted party and subsequently becomes aware that it is not or has ceased to be a FATCA exempted party, the Customer shall promptly notify the Bank.

(c) clause 11.7 (a) shall not oblige the Bank to do anything, which would or might in its reasonable opinion constitute a breach of:-

- (i) any law or regulation;
- (ii) any fiduciary duty; or
- (iii) any duty of confidentiality.

(d) if the Customer fails to confirm whether or not it is a FATCA exempted party or to supply forms, documentation or other information requested in accordance with clause 11.7(a) (i) or (ii) (including, for the avoidance of doubt, where clause 11.7(c) applies), then the Customer shall be treated for the purpose of this Agreement (and any payments in relation to the Agreement ) as if it is not a FATCA exempt party until such time as the Customer provides the requested confirmation, forms, documentation or other information.

### 11.8 Variation of Terms.

The Bank may from time to time vary any term or condition of the Agreement at its discretion where required for its business or operational requirements or pursuant to applicable laws and regulations provided that such variation will only take effect upon written notice of twenty one (21) Business Days to the Customer. In the event that Customer is not agreeable to such variations, Customer may choose not to enter into further FEC Transactions with the Bank and any outstanding FEC Transactions shall continue to be governed by the version of the FEC Terms and Conditions accepted by Customer prior to such variations. In the event the Customer continues to enter into further FEC Transactions with the Bank, the Customer is deemed to have agreed and consented to such variation.

### 11.9 Governing law

The Agreement shall be subject to the laws of Malaysia and the parties submit to the jurisdiction of the Malaysian courts.

These FEC Terms and Conditions are an integral part of the letter of agreement/revision letter, as applicable, and together with the Confirmation shall govern each FEC Transaction between the Bank and the Customer. Any reference to "Agreement" herein shall mean the letter of agreement/revision letter and these FEC Terms and Conditions.

### 11.10 Notices

Any notice in respect of this Agreement shall be in writing, may be given in any manner as follows and will be deemed effective: (i) if in writing and delivered in person or by a courier, on the date it is delivered; (ii) if sent by facsimile transmission, on the date a complete report is generated by the sender's facsimile machine (iii) if sent by registered mail, on the date it is delivered or its delivery is attempted; and (iv) if sent by e-mail, on the date it is delivered,

Notwithstanding the above, any notices given as a result or in relation to a Termination Event, may not be given by electronic message system.

### 11.11 Meaning of words

The word "including" is not to be taken as limiting the meaning of the words to which it relates;

Headings are for convenience only and do not affect the interpretation of this agreement;

Unless the context otherwise requires, references to 'clauses' in the Agreement are to be construed as references to clauses of this Schedule 1 – Terms and Conditions.

"Business Day" means a day on which commercial banks and the foreign exchange markets in Kuala Lumpur are open for business and shall exclude Saturdays and Sundays.

### Single Agreement.

This Agreement, including the FEC Terms and Conditions and all the Confirmations for outstanding FEC Transactions, shall together constitute a single agreement between the parties.

Any complaints that the Customer may have against the Bank in relation to any matters arising from this Facility may be lodged at the following address: -



## SCHEDULE 1- FEC TERMS AND CONDITIONS

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One Stop Resolution  
Level 18, Menara AmBank  
No. 8, Jalan Yap Kwan Seng  
50450 Kuala Lumpur  
Contact Number : 03-21783188  
Email Address : [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)

In the event the complaint by the Customer is unresolved by the Bank or the Customer is unsatisfied with the Bank's decision in respect of the complaint, the Customer may refer the matter to;

- i) [BNMLINK](#)  
[Laman Informasi Nasihat dan Khidmat \(LINK\)](#)  
[Jalan Dato' Onn](#)  
[50480 Kuala Lumpur](#)  
[Tel: 1-300-88-5465](#)  
[Email: bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
  
- ii) [Association of Banks in Malaysia](#)  
[34<sup>th</sup> Floor, UBN Tower](#)  
[10, Jalan P.Ramlee](#)  
[50250 Kuala Lumpur](#)  
[Tel: 1-300-88-9980](#)  
[Email: banks@abm.org.my](mailto:banks@abm.org.my)
  
- (i) [Ombudsman for Financial Services](#)  
[Level 14, Main Block](#)  
[Menara Takaful Malaysia](#)  
[No 4 Jalan Sultan Sulaiman](#)  
[50000 Kuala Lumpur](#)  
[Tel: 03-22722811](#)  
[Email: enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)