

Specific Terms and Conditions for AmBank SIGNATURE Priority Banking (“AmSPB”)

REMINDER: Customers who are qualified for the AmSPB Membership is hereby reminded to read and understand the Specific Terms and Conditions below and the General Terms and Conditions for Accounts and Services or any updated terms and conditions, which are available at www.ambank.com.my/eng/terms-and-conditions. If the Customer do not understand any of the terms and conditions stated herein or the General Terms and Conditions for Accounts and Services or any of the updated terms and conditions, the Customer are advised to discuss with the Bank’s authorised representative.

The following Specific Terms and Conditions shall apply to AmBank SIGNATURE Priority Banking (“AmSPB”)

1. Definitions and Interpretation

- 1.1. In this Specific Terms and Conditions, the following words shall have the meanings assigned to them except where the context otherwise requires:

“**Account**” means any types of banking accounts which include deposit account, investment account, and/or financing account opened and maintained by the Accountholder with the Bank.

“**AmBank Authorised Staff**” means the AmSPB Relationship Manager (RM), Service Manager (SM) or AmBank/AmBank Islamic branch personnel who are authorised by the AmSPB Member under the Service.

“**Amanah Saham Nasional Berhad Fixed Price (ASNBFP)**” means Amanah Saham Nasional Berhad’s fixed priced funds.

“**Amanah Saham Nasional Berhad Variable Price (ASNBV)**” means Amanah Saham Nasional Berhad’s variable priced funds.

“**Authorised Third Party**” means any person other than an AmBank Authorised Staff assigned by the AmSPB Member. Such person may be an immediate family member, personal assistant, secretary or any other nominated person who is authorised by the AmSPB Member.

“**Bank**” means both AmBank (M) Berhad (“**AmBank**”) [Company No.: 196901000166 (8515-D)] (AmBank) and AmBank Islamic Berhad (“**AmBank Islamic**”) [Registration Company No.: 199401009897 (295576-U)], companies incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**Customer-Authorised Service**” or “**Service**” means the service provided by the Bank to the convenience of the AmSPB Member by enabling any person(s) other than the AmSPB Member (such as an AmBank Authorised Staff or Authorised Third Party) to collect the Security Items and/or Non-Security Items on the AmSPB Member’s behalf with the AmSPB Member’s authorisation (Service Authorisation). This Service may include ancillary task in

connection with or for the purposes of this Service, if made available by the Bank and opted for by the AmSPB Member. An ancillary task may be supplemented, varied, added or removed by the Bank at any time and from time to time.

“Credit Card” means a Mastercard or Visa credit card/credit card-i issued by the Bank to the AmSPB Member.

“Debit Card” means the Debit MasterCard or Visa Debit Card issued by the Bank to the AmSPB Member who is the Cardholder.

“Deposits” means Conventional and/or Islamic Deposits products that include Current Account (“CA”)/Current Account-i (“CA-i”), Savings Account (“SA”)/Savings Account-i (“SA-i”), Fixed Deposit (“FD”)/Term Deposit-i (“TD-i”) (including Foreign Currency Current Account (“FCA”)/ Foreign Currency Current Account-i (“FCA-i”) and excluding all HomeLink Current Account/HomeLink Investment Account-i and PropertyLink Current Account/PropertyLink Investment Account-i), made available by the Bank to the AmSPB Member at any time and from time to time.

“Entity” means without limitation: natural persons, partnerships, sole-proprietorships, firms, companies, corporations, body corporate, societies, associations, unincorporated associations / body of persons, trusts, organisations, statutory bodies, government entities, state / agency of a state, and other legal entities recognised under the laws of Malaysia.

“Home Financing” means the financing facility for purchases of residential properties and calculated based on the rate offered by the Bank under the Primary Accountholder’s name.

“Instruction” means any instruction provided by the AmSPB Member to the AmBank Authorised Staff or Authorised Third Party pursuant to the Service Authorisation of the AmSPB Member in relation to the Service.

“Investment” means Conventional and/or Islamic Investment products that include Unit Trust/Shariah-compliant Unit Trust Fund, Structured Products, Direct Bond/Sukuk and/or past one (1) year ASNBV/ASNBFP Fund, made available by the Bank to the AmSPB Member under the Primary Accountholder’s name at any time and from time to time.

“Joint Account” means an Account opened and operated by two / more natural persons as permitted by the Bank.

“Member” means an AmSPB Member or where the context so permits or where applicable, who is a single or joint accountholder(s) of the Account, or the Accountholder as defined under the Bank’s General Terms & Conditions of Accounts & Services. An AmSPB Member also includes a Supplementary Member.

“Membership” means the AmSPB membership on which AmSPB Services and Privileges are offered to AmSPB Members.

“Non-Security Items” means the Transactions Receipt, Unit Trust Transaction Form and other instruments not classified or categorized as Security Item made available by the Bank to the AmSPB Member at any time and from time to time.

“Personal Identification Number (PIN)” means a security code issued by AmBank to an account holder, for identity authentication purposes.

“Primary Accountholder” means the AmSPB Member whose name is the main Accountholder of the account which has been opened and maintained with the Bank.

“Primary Assets Under Management or Primary AUM” means the total aggregate of primary account balances in Deposits and/or Investment products with the Bank.

“Savings Passbook” means a book issued by AmBank/AmBank Islamic to an account holder, recording sums deposited and withdrawn.

“Service Authorisation” means the authorisation for the Services and the terms of authorisation given by the AmSPB Member to the Bank through the AmSPB Member-Authorised Service Form under the Service.

“Services” means services related to the AmSPB Account provided by the Bank, in addition to the usual services provided in relation to a normal Account.

“Security Items” means the Savings Passbook, Cheque Book, Cashier Order, Demand Draft or other relevant transaction facility or instrument not classified or categorized as Non-Security Item made available by the Bank to the AmSPB Member at any time and from time to time.

“Supplementary Member” means a member who is nominated by the Primary Accountholder to be a supplementary member pursuant to Clause 2.3 below.

Any words (including words defined herein) denoting the singular number only shall include the plural (and vice versa) and words importing the masculine gender shall where appropriate include the feminine and neuter genders (and vice versa).

- 1.2. In addition to the above, the definitions in the General Terms and Conditions for Accounts and Services shall also apply.

2. Application for Membership

- 2.1. Application for the Membership shall be by way of invitation by the Bank to any Entity, based on the eligibility criteria determined by the Bank as stated in Clause 3.
- 2.2. The acceptance of application for the Membership and continued usage of the Account shall be at the discretion of the Bank.

- 2.3. The Primary Accountholder is allowed to nominate a maximum of two (2) Joint Accountholders with immediate family members for the Supplementary Membership. Immediate family members are restricted to spouse and/or children up to maximum age of twenty-one (21) years old. The AmSPB Member Primary Accountholder must fulfil the criteria in clause 3.1(a) at the point of nomination for Supplementary Member to sign-up for AmSPB membership.

3. Membership Criteria

- 3.1. To apply for the AmSPB membership, the AmSPB Member must fulfil any one (1) of the criteria below, which may be revised from time to time with prior notice:
- a. The Primary Accountholder must maintain a minimum Primary AUM of Ringgit Malaysia Two Hundred Thousand (RM200,000), or
 - b. The Investment Primary Accountholder must maintain a minimum Investment of Ringgit Malaysia One Hundred and Fifty Thousand (RM150,000) with the Bank under the Primary Accountholder's name with the condition to top-up the Primary AUM to Ringgit Malaysia Two Hundred Thousand (RM200,000) and above within 6 months upon onboarding, or
 - c. The Home Financing Primary Accountholder must have a minimum outstanding balance of Ringgit Malaysia One Million (RM1,000,000) in a single Home Financing account with the Bank with the condition to top-up the Primary AUM to Ringgit Malaysia Two Hundred Thousand (RM200,000) and above within 6 months upon onboarding, or
 - d. The Primary Accountholder must have a registered payroll with AmBank/AmBank Islamic with minimum monthly salary crediting of Ringgit Malaysia Twenty Thousand (RM20,000) with the Bank with the condition to top-up the Primary AUM to Ringgit Malaysia Two Hundred Thousand (RM200,000) and above within 6 months upon onboarding.
- 3.2. The AmSPB Member must be the Primary Accountholder of a CA/CA-i and/or SA/SA-i (excluding all HomeLink Current Account/HomeLink Investment Account-i and PropertyLink Current Account/PropertyLink Investment Account-i).
- 3.3. The AmSPB Member must meet the Membership criteria stated in Clause 3.1(a) and maintain a minimum Primary AUM of Ringgit Malaysia Two Hundred Thousand (RM200,000) with the Bank at all times. Failure to maintain the minimum Primary AUM requirement in Clause 3.1(a) may result in termination or suspension of the Membership by giving prior notice as stated in Clause 6.1.

4. AmSPB Services and Privileges

- 4.1. AmSPB services and privileges are available based on the respective AmSPB Member's Primary Asset Under Management (AUM) category. The services and privileges eligibility are available:
- a. in the latest AmSPB e-booklet; or
 - b. in the Bank's official website; or
 - c. by getting in touch with the Bank's Relationship Manager.

- 4.2. For the detailed terms of the AmSPB services, benefit, privileges and terms and conditions, please refer to the Bank's official website at ambank.com.my/AmSPB

5. Communication of Instructions

- 5.1. Upon the AmSPB Member's request, the AmSPB Member may authorise the Bank to act on instructions given by way of telephone/facsimile/email which the Bank in its reasonable opinion shall believe and assume to emanate from the AmSPB Member.
- 5.2. The Bank shall not be held liable or accountable for complying or acting upon such instructions given by the AmSPB Member via telephone/facsimile/email. Therefore, the AmSPB Member shall ensure that such instructions are not compromised in any way by any other person.
- 5.3. The AmSPB Member shall indemnify the Bank of any claims, demands, damages and any legal proceedings arising from the Bank's reliance on the AmSPB Member's instructions given through telephone/email. Notwithstanding the same, the AmSPB Member shall also execute a letter of indemnity provided by the Bank prior to providing any instructions via mail.
- 5.4. The AmSPB Member shall take all reasonable precautions to prevent any unauthorised and fraudulent use of the Account's PIN, password and other security mechanism, access code, features or related device ("Secured Access") to the Account. The AmSPB Member shall ensure that the Security Access are not revealed or disclosed to any other persons.

6. Termination of the Membership

- 6.1. The Membership can be terminated upon occurrence of the following events:
- a. when the AmSPB Member provides a written notice of termination to the Bank; or
 - b. when the AmSPB Member defaults on any loans/facilities granted by the Bank; or
 - c. upon the death/insanity/bankruptcy/insolvency of the AmSPB Member; or
 - d. when the AmSPB Member fails to fulfil the Membership Criteria in Clause 3.1; or
 - e. when the AmSPB Member refuses to adhere to any terms and conditions of the Bank including any additional or specific terms and conditions; or
 - f. when the Bank gives prior notice of at least ninety (90) calendar days to the AmSPB Member.
- 6.2. Upon termination of the Membership, the Bank has the discretion to:
- a. terminate the services, privileges, products, campaigns, preferential rates and any other benefits offered to the AmSPB Member in accordance with the existing terms and conditions governing the respective accounts, products and services
 - b. replace / suspend the AmSPB Member's AmSPB The Metal Visa Infinite Credit Card and/or AmSPB World Mastercard Credit Card/AmSPB World Mastercard Credit Card-i and/or AmSPB Visa Infinite Credit Card/AmSPB Visa Infinite Credit Card-i held by the AmSPB Member.

7. AmSPB Member-Authorised Service (Applicable only if option is selected during AmSPB Membership application)

- 7.1. The AmSPB Member may appoint the AmBank Authorised Staff and/or Authorised Third Party to collect and receive the Security Items and/or Non-Security Items on behalf of the AmSPB Member.
- 7.2. The Bank will call the AmSPB Member to perform verification/confirmation before releasing the Security Items and/or Non-Security Items to AmBank Authorised Staff and/or third party who is assigned by the AmSPB Member as part of the Services. The release of the Security Items and/or Non-Security Items is subject to the AmSPB Member being successfully contacted by the Bank and the applicable verification process being successfully conducted and any delay of the release due to the unsuccessful contact and/or verification process shall not be attributed to the Bank.
- 7.3. The third party who is assigned by the AmSPB Member as part of the Services is allowed to collect the Security and Non-Security Items on behalf of the AmSPB Member subject to a Service Authorisation being provided by the AmSPB Member to the Bank except the below items:
 - a. Debit Card; and/or
 - b. Credit Card; and/or
 - c. Savings Passbook.
- 7.4. The updating of the Savings Passbook is part of the Services.
- 7.5. Utilisation of the Services

The Service is provided subject to the below terms and conditions herein.

- a. Provision and Protection of Information of the AmBank Authorised Staff or Authorised Third Party
 - i. The Service shall require the AmSPB Member to provide the necessary information and supporting documents of the AmBank Authorised Staff or Authorised Third Party for processing and due diligence purposes. Upon successful verification and identification, and subject to any other relevant processing the Bank deems necessary, the Bank may proceed to allow the utilisation of the AmSPB Member-Authorised Service.
- b. Service Authorisation
 - i. A Service Authorisation shall be clear, in writing and in compliance with the requirements set forth in the Form and on the terms accepted and enforceable by the Bank.
 - ii. The AmSPB Member shall be required to inform the Bank when there are changes in the Service Authorisation and to complete and execute a new form which shall then supersede or replace the previous Service Authorisation as provided by the AmSPB

Member through the previous form. This includes any changes in the appointment or terms of authorisation of AmBank Authorised Staff or Authorised Third Party.

- iii. A Service Authorisation shall continue to be in force until it is revoked in writing by the AmSPB Member. The Bank shall be indemnified for acting on the Instruction under the Service Authorisation until the exact time the revocation of the Service Authorisation is notified in writing to the Bank and acknowledged by the Bank.

c. Instruction

- i. Any Instruction given by the AmSPB Member to the AmBank Authorised Staff or Authorised Third Party shall subject to the Service Authorisation provided by the AmSPB Member under the Service.
- ii. The AmSPB Member agrees that the Bank shall be and is hereby authorised by the AmSPB Member to reply upon and/or act in accordance with the information and Instruction provided by the AmSPB Member to the AmBank Authorised Staff or Authorised Third Party without enquiry, and that Bank shall not be held liable for any losses, damages and expenses suffered by the AmSPB Member or any third parties for complying with such Instructions.

d. Amendments and Variation

- i. The Bank reserves the right to suspend or terminate the Service, to add, delete, vary and/or amend any of these terms and conditions, in whole or in part, from time to time and at any time, in accordance with Clause 9 below.
- ii. The AmSPB Member agrees that continued usage or utilisation of the Service shall constitute the AmSPB Member's acceptance of the terms and conditions herein including any amendments and variations to these terms and conditions.
- iii. These terms and conditions are in addition to and not in substitution of any other agreements, mandates, terms or conditions relating to the Account of the AmSPB Member with the Bank.

7.6. Acceptance Risks

- a. By utilising the Service and providing the Service Authorisation, the AmSPB Member acknowledges and agrees to accept the inherent risks associated with their Instructions being carried out through the AmBank Authorised Staff or Authorised Third Party.

8. Phone Banking

- 8.1. The Bank shall be entitled to record all telephone Instructions and conversations with the Member. All such recordings shall remain the property of the Bank and shall be conclusive evidence of the Instructions given by the AmSPB Member. The Bank may also monitor the calls with the objective of improving its Services and/or quality monitoring purposes.
- 8.2. This Phone Banking service is only applicable to selected AmSPB Member and only the Primary Accountholder is authorised to perform any transactions/inquiries through phone banking for any Joint Account. However, the Bank may allow other accountholders to execute any transactions/inquiries with prior specific approval from the Primary Accountholder,

provided a written request must be made by the Primary Accountholder to the Bank for the same to take effect.

9. General

- 9.1. The Bank shall have the right to vary, amend, delete or add to any of the terms and conditions set out herein, in whole or in any part from time to time by giving twenty-one (21) calendar days prior notice.
- 9.2. The notification to the AmSPB Member may be through any one of the following methods of communication as deemed relevant by the Bank:
- a. announcement at the Bank's website via ambank.com.my, and/ or
 - b. notice at the Bank's branches, and/ or
 - c. electronic mail ("Email") to the AmSPB Member's email address maintained with the Bank; and/ or
 - d. any other mode of instantaneous communication, i.e. short messaging (SMS), Whatsapp, push notifications via AmOnline; and/or
 - e. direct mail to the AmSPB Member's correspondence address maintained with the Bank
- 9.3 The AmSPB Member shall undertake to indemnify the Bank carefully and completely and against all claims, demands, actions, proceedings, costs, losses and expenses and all other liabilities of whatsoever nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Service Authorisation or the acceptance of any Instructions given by the AmSPB Member or breach by the AmSPB Member of any of the terms and conditions herein and/or the General Terms and Conditions for Accounts and Services.
- 9.4 The obligations of the AmSPB Member hereunder shall survive the termination of these Terms and Conditions.
- 9.5 To the extent permitted by law, the Bank shall not be liable to the AmSPB Member when any "**Force Majeure**" event occurs. "**Force Majeure**" refers to any unforeseen events and/or circumstances which are not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove such as fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.
- 9.6 All disputes concerning the construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by, construed and enforced in accordance with the laws of Malaysia. The parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.
- 9.7 For any assistance and/or feedback, the AmSPB Member may contact their respective Relationship Manager or the Bank's AmBank SIGNATURE Priority Banking contact center at **+603-2178 6600** (Monday – Sunday, 7.00 a.m. to 11.00 p.m.) or email to customercare@ambankgroup.com.

9.8 The Bahasa Malaysia version of these Terms and Conditions is also available.