

Malaysia Country Conditions

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in Malaysia only ("Malaysia Country Conditions").

1 Islamic banking

Where the Bank or the relevant member of the Group is HSBC Amanah Malaysia Berhad, the following clauses shall apply:

1.1 Credits and debits

Clause 4.1 of the Master Services Agreement is deleted and replaced with the following:

If an Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit; including any Hibah given thereon, make the appropriate entry to the Account, and, except in case of the Bank's error, debit or demand immediate repayment of any Losses incurred by the Bank in connection therewith, as appropriate.

1.2 Hibah and fee

Clause 6 of the Master Services Agreement is deleted and replaced with the following:

Any Hibah to be given is subject to the Bank's sole discretion and customers may or may not receive hibah for the Account. The disclosure of any historical hibah rate shall not be construed as an indicative or prospective rate of return, a guarantee and/or legally-binding promise that hibah will be granted. The Customer acknowledges that, as applicable:

- (a) Hibah given by the Bank (if any) may be net of taxes and subject to deduction or withholding; and
- (b) the Bank may debit from an Account any fee to be charged to such Account as and when due and such payment will be free of any deduction or withholding tax or other charges so the Bank receives the full amount of such fee.

1.3 Fees and charges

Clause 12.1 of the Master Services Agreement is deleted and replaced with the following:

The Customer shall pay to the Bank fees, costs, charges and expenses in connection with the Services. These will be the Bank's standard fees and charges unless the Bank separately agrees different fees and charges with the Customer.

Unless otherwise stated, all amounts payable pursuant to this Clause are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All such taxes or duties will be applied in accordance with applicable legislation and the Bank will issue valid invoices or other documents as appropriate. The Bank may change the fees and charges either with reasonable notice to the Customer or immediately with the Customer's agreement. Payment of all amounts due pursuant to this Clause will be clear and free of any deduction or withholding for or on account of tax, set-off, counter-claim or other charges so the Bank receives such amount in full. If a deduction or withholding for or on account of tax is required to be made by law, the payment shall be increased to an amount which after making any deduction or withholding leaves an amount equal to the payment which would have been made if no deduction had been required. The Customer shall make any payment required in connection with such tax deduction or withholding within the time allowed by law.

Clause 12.2 of the Master Services Agreement is deleted and replaced with the following:

The Bank may debit fees, costs, charges and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. However, in the event of the Customer's breach of the Relationship Documents, the Customer's insolvency (which includes, where the Customer acts as a trustee, the insolvency of the trust and which may also include the Customer's bankruptcy in certain jurisdictions), or where acting in accordance with the Customer's Instructions is not possible, the Bank may debit fees, costs, charges and expenses owed by the Customer to the Bank from any account the Customer has with the Bank or any other member of the Group. If the Customer fails to pay any amount due under the Relationship Documents, the Customer shall, to the extent permitted under applicable law, pay to the Bank fees and charges on the overdue amount at the rate the Bank determines, unless otherwise agreed, acting reasonably and in good faith.

1.4 Shariah compliant return

Any amounts payable by the Bank to the Customer shall be made in accordance with the Shariah principles described in the applicable guide.

1.5 Resolutions of the Bank's Shariah Committee and Shariah Advisory Council of Bank Negara Malaysia

The Customer shall be bound by (a) any decision or conclusion relating to Shariah matters pronounced

or made by the Bank's Shariah Committee and/or by the Shariah Advisory Council established under Section 51 of the Central Bank of Malaysia Act 2009, and (b) policy documents on Shariah principles issued by Bank Negara Malaysia, which are applicable to the Services.

1.6 The Structure of the Relationship Documents

The Relationship Documents may contain terms and conditions which are common to the Services provided by HSBC Amanah Malaysia Berhad and its parent entity, HSBC Bank Malaysia Berhad, as well as standalone terms and conditions which are specific to either HSBC Amanah Malaysia Berhad or HSBC Bank Malaysia Berhad. In this regard, the Relationship Documents may contain variation(s), amendment(s) or supplemental(s) which are specific to HSBC Amanah Malaysia Berhad for the purposes of distinguishing the Shariah compliant nature of the Services provided. To the extent that the shared Relationship Documents have not been so varied, amended and/or supplemented to the satisfaction of the Bank, the Parties agree to consult each other in good faith with a view of amending such impugned references or terms and conditions to its Shariah compliant equivalence without prejudicing the substantive rights and obligations of either Party.

2 Credit reporting agency & Bank Negara Malaysia

2.1 Item (f) of paragraph 2 in Clause 2.2 of the Confidentiality and Regulatory Annex is deleted and replaced with the following:

By using the Services, the Customer agrees that the Bank may also, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

(f) other financial institutions, credit reference agencies, credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website (at www.hsbc.com.my or www.hsbcamanah.com.my, as the case may be) or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries, or by any other Authority), for the purposes of obtaining or providing credit information and/or credit references.

2.2 Clause 10 of the Master Services Agreement and the Confidentiality and Regulatory Annex are supplemented as follows:

- (a) the Customer consents to Bank Negara Malaysia to disclose the Customer's credit information to other financial institutions, credit reporting agencies and such other persons as stipulated under section 47(2) of the Central Bank of Malaysia Act 2009 (as may be amended from time to time) as Bank Negara Malaysia thinks fit or deems necessary to access and use the said information for purposes stipulated under the said legislation, which may include but not limited to assessing the creditworthiness of existing and potential customers, providing credit reporting or credit assessment services, providing Know-Your-Customer (e-KYC) solutions and providing financial advisory services ("Purposes deemed necessary by BNM");
- (b) the Customer consents to these financial institutions, credit reporting agencies and such other persons as stipulated under section 47(2) of the Central Bank of Malaysia 2009 (as may be amended from time to time) who receive the Customer's credit information from Bank Negara Malaysia pursuant to Clause 2.2 (a) above to access and use such credit information for the Purposes deemed necessary by BNM.

3 Dormant Account

- 3.1 An Account with no deposits and withdrawals for a continuous period of 12 months (excluding those initiated by the Bank) shall be classified by the Bank as dormant. An Account which is dormant for a continuous period of 7 years shall be classified as unclaimed monies and dealt with in accordance with the requirements of unclaimed monies
- 3.2 The Customer will not be able to transact on a dormant Account (which has not already been classified as unclaimed monies) until the Customer reactivates the Account according to the Bank's reactivation process.

4 Foreign Exchange Notices

- 4.1 The Customer undertakes to comply with the prevailing foreign exchange notices and/or other laws or regulations of similar effect (including all amendments, from time to time) (collectively, "FE Notices"), where applicable, with regard to the use of the Services.
- 4.2 In the event the Customer is required to register with, and/or obtain approval from, Bank Negara Malaysia ("BNM") with regard to the use of the Services, the Customer confirms and undertakes that it will register the same with, and/or obtain such approval from, BNM in accordance with the requirements of

the prevailing FE Notices. The Customer further undertakes that it will furnish to the Bank all relevant document(s) evidencing such registration with, and/or approval from, BNM at the earliest instance whether or not it is requested to do so by the Bank.

5 Real Time Payment Service (National Addressing Database and DuitNow)

This clause 5 shall apply where the Customer initiates and/or receives credit transfers using the DuitNow service.

Information on the (i) registration of the Customer's DuitNow ID to an Account in the National Addressing Database ("NAD") (to enable the Customer to receive funds via DuitNow); (ii) operation of the DuitNow service; and (iii) the Customer's rights and obligations under such scheme is available from the following site:

<https://www.business.hsbc.com.my/en-gb/my/campaign/duitnow>.

The contractual relationship governing the NAD and DuitNow service is supplemented by the terms and conditions, rules and information included on the aforementioned site.

6 Statement

Clause 5 of the Master Services Agreement is amended so that the relevant time period is 60 days instead of 30 days.

7 Set-Off

Clause 8 of the Master Services Agreement is supplemented as follows:

- (a) In addition to the set-off rights set out in Clause 8 of the Master Services Agreement, the Bank may hold or retain an amount in any of the Customer's account(s) held with the Bank and its related entity in Malaysia, which the Bank estimates in good faith to be sufficient for purposes of applying set-off for amounts which may, in the Bank's opinion, subsequently become due and payable by the Customer to the Bank.
- (b) The Bank may combine, consolidate and merge all or any of the Customer's accounts held with the Bank and its related entity in Malaysia for the purpose of exercising the right of set-off under the Master Services Agreement.
- (c) In exercising the right of set-off and/or consolidation, the Bank will give prior notice to the Customer if this is required by any Laws and/or regulatory guidelines in Malaysia, and

upon the giving of such notice (when required), the Bank shall be entitled to immediately put a hold on such amount of the credit balances in the Customer's accounts which the Bank estimates in good faith to be sufficient for such set-off.

8. Communications, Instructions and Security Procedures

8.1 The definition of "Instruction" in the Master Services Agreement shall be supplemented to include any communication and/or instruction received by the Bank in relation to any service or product provided by the Bank to the Customer, received from or purportedly sent by person(s) authorised by the Customer to act on its behalf in connection with such service or product.

8.2 Notwithstanding the provisions in Clauses 3.5 and 3.6 of the Master Services Agreement, the following provisions shall apply to manually initiated Instruction:

- (a) the Bank may, but not obliged to, accept manually initiated Instruction by fax, email, telephone or other means of telecommunication;
- (b) the Customer acknowledges that there are risks associated with such manually initiated Instruction;
- (c) the Bank may carry out such verification procedures in accordance with its policies when accepting manually initiated Instruction;
- (d) the Customer agrees that the Bank shall not be liable for any Loss suffered by the Customer if such manually initiated Instruction did not in fact come from or authorised by the Customer; and
- (e) the Customer further agrees to hold the Bank harmless and indemnify the Bank from and against any Loss that the Bank may incur in acting upon any manually initiated Instruction.

9 Collection and Use of Customer Information

9.1 Clause 10 of the Master Services Agreement and the Confidentiality and Regulatory Annex are supplemented such that the Bank and/or members of the Group may also process, transfer and disclose Customer Information:

- (a) in connection with marketing of the provision of accounts, products and/or Services by the Bank and members of the Group to the Customer and its Connected Person generally

(applicable if consent has been given by the Customer or the consent has not been subsequently withdrawn); and

- (b) in accordance with the Notice to Customer relating to the Personal Data Protection Act, 2010 (as updated from time to time, and a copy of which can be found on the Bank's website, at www.hsbc.com.my or www.hsbcamanah.com.my, as the case may be).

- 9.2 The definition of "Purposes" in the Master Services Agreement shall include the purposes mentioned above.

10 Amendments

In addition to the giving of written notice to the Customer in the manner specified in Clauses 13.1 and 13.2 of the Master Services Agreement, the Bank may also make amendments to the Relationship Documents by giving the Customer notice in the following manner:

- (a) exhibiting the notice at any of the Bank's premises and/or branches in Malaysia;
- (b) notice in the Customer's account statement; or
- (c) publishing the notice on the Bank's website, or electronic terminals, or in the press or any media.

11 Closure of Accounts

Clauses 14.1 and 14.2 of the Master Services Agreement is supplemented as follows:

- (a) If there remains any credit balance in the Accounts on the closure date, the Bank will refund such balances to the Customer via cashier's order, or demand draft, or via such electronic means as determined by the Bank, after the closure date;
- (b) If there remains any credit balance in Foreign Currency Accounts on the closure date, the Bank will convert such balances denominated in foreign currency(ies) into Ringgit Malaysia (MYR) at the Bank's prevailing spot buying rate and refund the balances in MYR to the Customer via cashier's order, or demand draft, or via such electronic means as determined by the Bank, after the closure date.

12 Infrastructure Providers

Clauses 11.6 of the Master Services Agreement is deleted and replaced with the following:

In providing the Services, the Bank may use certain Infrastructure Providers and the Services are therefore subject to the rules and regulations of those Infrastructure Providers as well as the guidelines and procedures of relevant regulatory or industry bodies. Neither the Bank nor any other member of the Group shall be liable for any Loss suffered as a result of the acts or omissions of an Infrastructure Provider, but will provide commercially reasonable assistance to the Customer in the recovery of any such Loss. For the avoidance of doubt, the terms in this clause apply to the Customer to the extent they are not contrary to any standards and guidelines issued by Bank Negara Malaysia from time to time (which may be viewed and downloaded from the website of Bank Negara Malaysia at www.bnm.gov.my), and the Bank will take into account such standards and guidelines issued by Bank Negara Malaysia when exercising its rights under this clause.

13. Notices

Clause 18 of the Master Services Agreement is supplemented as follows:

- (a) Any notice or communication from the Bank (including notice effecting amendments to the Relationship Documents) may be published on the Bank's website (at www.hsbc.com.my or www.hsbcamanah.com.my, as the case may be) and such notice or communication is deemed to have been received by the Customer immediately after it is uploaded onto the Bank's website.
- (b) Any notices in writing, statement or demand from the Bank is deemed to have been delivered to the Customer as follows:
 - (i) If delivered by personal delivery: at the time of delivery;
 - (ii) If delivered by ordinary or registered post (either AR or non-AR registered): on the 3rd day after posting;
 - (iii) If delivered by courier service: on the 3rd day after dispatch to the courier service provider;
 - (iv) If delivered by fax/ email: at the time of transmission.