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 providing the Services is HSBC Amanah Malaysia Berhad, the following clauses shall apply and references to 'the Bank' shall mean 'HSBC Amanah Malaysia Berhad':

1.1 Credits and debits

The term "interest accrued" under the Credit and Debit Clause of the Master Services Agreement is deleted and replaced with "Hibah given or profit payment (as applicable)".

1.2 Hibah *(reward)* and fee

The Interest Clause 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. Where the Account is structured under a Shariah contract that provides for profit, any profit payment shall be paid in accordance with the applicable product terms and conditions as agreed with the Customer. The Customer acknowledges that, as applicable:

(a) Hibah given by the Bank (if any) and/or profit payment made (as applicable) 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 Definition of Fees

The term "interest" under the definition of Fees of the Master Services Agreement or any references to the term "interest" in the Relationship Documents (if any) are deleted.

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 regards, 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. The Malaysia Country Conditions and terms of the Relationship Documents are Shariah-compliant terms. The rights and obligations are intended to be and subject to and in line with Shariah (as are determined by the Shariah Committee of the Bank).

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 The Confidentiality and Data Protection Clause 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 credit worthiness 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

Customer Pack Number:
Document Number: CC-01MY-260430-EN. HSBC Group © All rights reserved.

foreign exchange policy including but not limited to the foreign exchange notices issued by Bank Negara Malaysia ("**BNM**") 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 BNM with regard to the use of the Services, the Customer confirms and undertakes that it will register (where applicable) the same with, and/or obtain such approval from, BNM in accordance with the requirements of the prevailing FE Notices and shall furnish the Bank the documentary proof upon doing so. The Customer further undertakes that it will furnish to the Bank all relevant document(s) evidencing such registration (where applicable) 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 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.

7 Communications, Instructions and Security Procedures

7.1 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.

7.2 Clause 3.3 of the Master Services Agreement is amended as follows:

The Bank will not be liable to the Customer where the Bank chooses to comply with an Instruction and the Customer must take reasonable steps to ensure that an Instruction will not give rise to any claim against the Bank, except that such liability directly arises from fraud, gross negligence and wilful default on the part of the Bank. The Bank is not responsible for errors or omissions made by the Customer and may act on any Instruction by reference to a bank identification or account number only, even if a bank or account name is provided.

8 Collection and Use of Customer Information

8.1 The Master Services Agreement and the Confidentiality and Regulatory Annex are supplemented in relation to Confidentiality and Data Protection 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).

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

9 Amendments

In addition to the giving of written notice to the Customer in the manner specified in Amendments and Assignment clause 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.

10 Closure of Accounts

Clauses 13.1 and 13.2 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, save for funds in USD which will be refunded in USD, 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.

Document Number: CC-01MY-260430-EN. HSBC Group © All rights reserved.

11 Notices

Notice clause 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.

12 Sanctions

If Financial Institution Services Schedule is an applicable Service Schedule to the Master Services Agreement, this clause will apply.

The definition of "**Sanctions**" in the Financial Institution Services Schedule is amended to mean any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, and where applicable, His Majesty's Treasury, the Hong Kong Monetary Authority, the Monetary Authority of Singapore, Bank Negara Malaysia, Labuan Financial Services Authority or Securities Commission.

13 PIDM Deposit Insurance

The account(s) opened with the Bank is eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor and a copy of the PIDM DIS Brochure is available at www.hsbc.com.my, at the following section:

14 Multiple Customer Parties

Clause 9.3 of the Master Services Agreement is amended as follows:

(a) it shall be jointly and severally liable with each Customer Party for any obligation owed by the Customer Parties to the Bank or any other member of the Group under the Relationship Documents in relation to such jointly held Accounts or Services received;

(b) any demand, notice, agreement, Instruction or Communication given by the Bank to one or more Customer Parties, or received by the Bank from one or more Customer Parties, in connection with the Relationship Documents will be deemed to be a demand, notice, agreement, Instruction or Communication (as the case may be) given to or received from all Customer Parties;

(c) if the Bank becomes aware of or reasonably suspects a dispute between any of the Customer Parties, the Bank may decline to act on any Instruction until all Customer Parties have confirmed the Bank's authority to act on it in form and substance satisfactory to the Bank; and

(d) to the extent any Customer Party ceases to exist for any reason, the Relationship Documents shall continue to bind the remaining Customer Parties.

"Customer Party" means an entity or person holding an Account or receiving the Services identified as a customer on an Application Form, and includes an entity acting pursuant to an arrangement without separate legal capacity that is identified as a customer on an Application Form, and, where there is more than one Customer Party, refers to the Customer Parties jointly and severally. Where such arrangement without separate legal capacity has been identified as a customer on an Application Form, the definition of "Customer" in the Master Services Agreement shall also include such Customer Party (as applicable).

15 Counterparts

The Relationship Documents may be entered into by the execution of any number of copies of the relevant Application Form, all of which taken together shall form one document.

Customer Pack Number:
Document Number: CC-01MY-260430-EN. HSBC Group © All rights reserved.