

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, which are available at www.ambank.com.my/eng/terms-and-conditions.

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 state there to:

“**Account**” means any types of deposit account opened and maintained by the Accountholder with the Bank.

“**AmBank Authorised Staff**” means AmSPB’s Relationship Manager (RM) or Service Manager (SM) who are authorised by the Customer under the Service.

“**Assets Under Management (AUM)**” means the total deposits of the Customer in the Bank which include Current Account, Savings Account or Fixed Deposit (including Foreign Currency Account) and Investment products, whether Conventional or Islamic.

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

“**Bank**” means AmBank (M) Berhad and/or AmBank Islamic Berhad (whichever is applicable) their respective predecessors in-title, successors-in-title and assigns.

“**Customer-Authorised Service**” or “**the Service**” means the service provided by the Bank to the convenience of the Customer by enabling any person(s) other than the Customer (such as an AmBank Authorised Staff or Authorised Third Party) to collect the Security Items and/or Non-Security Items on the Customer’s behalf with the Customer’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 Customer. 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, UnionPay or Visa credit card issued by the Bank to the Primary Accountholder/Supplementary Member.

“**Customer**” means an AmSPB customer or where the context so permits or where applicable, a single or joint accountholder(s) of the Account, or the Accountholder as defined under the Bank’s General Terms & Conditions of Accounts & Services.

“Debit Card” means the Debit MasterCard issued by the Bank to the Cardholder.

“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.

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

“Investment” means a trade transaction made between the Bank and the Customer which include Unit Trust, ASNBV, Dual Currency Investment (DCI), Direct Bond and Autocallable, whether Conventional or Islamic or any investment product made available by the Bank to the Customer at any time and from time to time.

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

“Member” means an AmSPB member. An AmSPB member also includes a Supplementary Member.

“Membership” means the AmSPB membership.

“Minimum Balance” means the minimum positive credit balance for the Account which shall be maintained by the Member pursuant to Section 3 of this Specific Terms and Conditions.

“Mortgage” means financing facility for purchases of residential properties and calculated on a variable rate basis.

“Primary Accountholder” means the Customer whose name the Account has been opened and maintained with the Bank.

“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 Customer at any time and from time to time.

“Savings Passbook” means a book issued by AmBank 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 Customer to the Bank through the Customer-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 Customer 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 Minimum Balance and/or by any other eligibility criteria determined by the Bank.

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 for the Supplementary Membership.

3. Membership Criteria

3.1. The Membership criteria consists of the following and may be revised from time to time:

- a. The Primary Accountholder who has Assets Under Management (AUM) of RM200,000 and above with the Bank.
- b. The Primary Accountholder who has an Investment portfolio of RM150,000 and above with the Bank.
- c. The Primary Accountholder who has a single approved Mortgage limit of at least RM1,000,000 and above with the Bank under the Primary Accountholder’s name attached with the condition to top-up the AUM for RM200,000 and above within 6 months.

3.2. The Customers who do not meet the Membership criteria determined at point of his/her/its application for Membership may be considered by the Bank and the Membership criteria may be revised from time to time at the Bank’s discretion and assessment.

4. Minimum Balance

4.1. A Member shall maintain at all times a Minimum Balance for the Account as follows:

- a. a minimum aggregate total deposit of RM200,000, shall be maintained under the Account or Joint Account where the Member is the Primary Accountholder in any one of the savings, current or fixed deposit accounts with the Bank; OR
- b. a minimum aggregate total investment of RM150,000 in the Bank shall be maintained in any investment product of the Bank or made with the Bank under the Account or a Joint Account where the Member is the Primary Accountholder.

5. AmSPB Services and Privileges

- 5.1. AmSPB's services and privileges are available based on the respective Customer's Asset Under Management (AUM) category. The services and privileges eligibility are available in:
 - a. the latest Programme booklet;
 - b. the Bank's official website; or
 - c. you may get in touch with our Relationship Manager.
- 5.2. For the complete terms of the AmSPB services, benefit and/or privileges and terms and conditions, you may visit the websites listed below:
 - a. for overall Membership Services: <https://www.ambank.com.my/eng/priority-banking>
 - b. for AmSPB's Credit Card/-i: <https://www.ambank.com.my/eng/Credit-Cards/#credit-cards>

6. Communication of Instructions

- 6.1. Upon the Customer's request, 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 Member.
- 6.2. The Bank shall not be held liable or accountable for complying or acting upon such instructions given by the Member via telephone/facsimile/email. Therefore, the Member shall ensure that such Instructions are not compromised in any way by any other person.
- 6.3. The Member shall indemnify the Bank of any claims, demands, damages and any legal proceedings arising from the Bank's reliance on the Member's Instructions given through telephone/email. Notwithstanding the same, the Member shall also execute a letter of indemnity provided by the Bank prior to providing any Instructions via mail.
- 6.4. The 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 Member shall ensure that the Security Access are not revealed or disclosed to any other persons.

7. Termination of the Membership

- 7.1. The Membership can be terminated upon occurrence of the following events:
 - a. when the Member provides a written notice of termination to the Bank; or

- b. when Member defaults on any loans/facilities granted by the Bank; or
- c. upon the death/insanity/bankruptcy/insolvency of the Member; or
- d. when the Member fails to maintain Minimum Balance in the Account; or
- e. when the Member Refuse 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 90 days to the Member.

7.2. Upon termination of the Membership:

- a. the Member shall return any item(s) which are related to AmSPB.
- b. preferential rates entitlement for all products & services will no longer applicable.
- c. the Member shall also return the AmSPB World MasterCard (“World Mastercard”) or VISA Infinite Card (“Visa Infinite Card”) and the World Mastercard or VISA Infinite Card will be replaced by a Credit Card of the Customer’s choice.

8. Customer-Authorised Service (Applicable only if option is selected)

8.1. The Member may appoint the Bank’s authorised staff and/or third party to collect and receive the Security Items and/or Non-Security Items on behalf of the Member.

8.2. The Bank will call the 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 Member as part of the Services. The release of the Security Items and/or Non-Security Items is subject to the 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.

8.3. The Third party who is assigned by the Member as part of the Services is allowed to collect the Security and Non-Security Items on behalf of the Member subject to a Service Authorisation being provided by the Member to the Bank except the below items:

- a. Debit Card;
- b. Credit Card; and
- c. Savings Passbook.

8.4. The updating of the Savings Passbook is part of the Services.

8.5. 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
 - The Service shall require the Customer 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 deem necessary, the Bank may proceed to allow the utilisation of the Customer-Authorised Service.

b. Service Authorisation

- 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.
- The Customer 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 Customer through the previous Form. This includes any changes in the appointment or terms of authorisation of AmBank Authorised Staff or Authorised Third Party.
- A Service Authorisation shall continue to be in force until it is revoked in writing by the Customer. 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

- Any Instruction given by the Customer to the AmBank Authorised Staff or Authorised Third Party shall subject to the Service Authorisation provided by the Customer under the Service.
- The Customer agrees that the Bank shall be and is hereby authorised by the Customer to reply upon and/or act in accordance with the information and Instruction provided by the Customer 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 Customer or any third parties for complying with such Instructions.

d. Amendments and Variation

- 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, with prior notice of 21 days to the Customer.
- The Customer agrees that continued usage or utilisation of the Service shall constitute the Customer's acceptance of the terms and conditions herein including any amendments and variations to these terms and conditions.
- This 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 Customer with the Bank.

8.6. Acceptance Risks

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

8.7. Indemnity

- The Customer 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 Customer or

breach by the Customer of any of the terms and conditions herein and/or the General Terms and Conditions for Accounts and Services.

- The obligations of the Customer hereunder shall survive the termination of these Terms and Conditions.

9. Phone Banking

- 9.1. 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 Customer. The Bank may also monitor the calls with the objective of improving its Services and/or quality monitoring purposes.

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.