

Guide to Specific Terms & Conditions for Personal Financial Services

(as of 1 September 2009)

These Specific Terms & Conditions are applicable to personal accounts and services (other than Credit Cards-i) opened with or provided by HSBC Amanah Malaysia Berhad ("HSBC Amanah" or the "Bank"); and should be read together with the Generic Terms & Conditions of HSBC Amanah. Please take the time to read them as they are binding on you.

These Specific and Generic Terms & Conditions are available on request and on HSBC Amanah's website at www.hsbcamanah.com.my.

Please contact your nearest HSBC Amanah branch if you require any clarification.

Thank you for banking with HSBC Amanah.



Specific Terms & Conditions for Personal Financial Services

SMART ACCOUNT-i (SMT)

- a ▶ A fee as stipulated in the Bank's Tariff and Charges will be imposed for each and every transaction made over-the-counter at any branch.
- b ▶ Where the SMT is closed within three (3) months from the date of account opening, a Closure Fee as stipulated in the Bank's Tariff and Charges (which can be viewed at www.hsbcamanah.com.my) will be imposed.
- c ▶ An e-consolidated statement of account containing information relating to account(s) held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank shall be made available in electronic (and not hard copy) form. To gain access to e-statement(s), the Customer must register and activate his/her Personal Internet Banking (PIB). Customer whose internet banking access has become dormant after being inactive for more than one year from last usage or who did not activate the PIB service within one month after the Bank's advice, will be sent hard copy statements and a fee as stipulated in the Bank's Tariff and Charges will be imposed.
- d ▶ Customer who request for hardcopy of any available statement will be subject to charges as stipulated in the Bank's Tariff and Charges.
- e ▶ SMT is based on the Shariah principle of Mudharabah (Profit Sharing). Mudharabah is contractual arrangement whereby the profits from the investment in Shariah compliant activities will be shared between the two parties, i.e. the Bank (the "mudharib" or entrepreneur) and customer (the "rabb-ul-mal" or investor) according to the agreed Profit Sharing Ratio. If there are losses from the investment, then these are to be borne by the Customer. However, if the losses are due to the wilful negligence of the Bank, such losses will be borne by the Bank.
- f ▶ The indicative profit rate ("IPR") for the SMT is as stipulated in the Bank's Indicative Profit Rates listing which can be viewed at www.hsbcamanah.com.my. The IPR is subject to change from time to time depending on the actual profit rate declared for the agreed Profit Sharing Ratio.
- g ▶ Premature partial upliftment of SMT's Flexi AGIA-i is allowed subject to foregoing all or part of the accrued profit on the uplifted amount.
- h ▶ The Amanah Statement Savings Account-i (paragraphs (a) & (c)) and Amanah Current Account-i (paragraphs (a) – (g)) terms and conditions shall also apply.

SMART LINK ACCOUNT-i (SLA) (Optional for link with the Smart Account-i)

- a ▶ Smart Account-i ("Linked SMT") Customer must register and activate his/her Personal Internet Banking ("PIB") to open an Smart Link Account-i ("SLA").
- b ▶ Upon registration and activation of the PIB, the Linked SMT Customer may open a SLA. Through PIB, the Linked SMT Customer may then select the SLA tenure from 6 to 120 months ("Selected Tenure") and set up his/her monthly Standing Instruction ("SI") for the SLA authorising the Bank to transfer a fixed sum (subject to a minimum of RM50) from the Linked SMT to the SLA on a particular date of each calendar month ("SI Date").
- c ▶ The indicative profit rate ("IPR") for the SLA is as stipulated in the Bank's Indicative Profit Rates listing which can be viewed at www.hsbcamanah.com.my.
- d ▶ The IPR is subject to change from time to time depending on the actual profit rate declared for the agreed Profit Sharing Ratio.

- e ▶ No ATM card and chequing facilities will be provided for the SLA.
- f ▶ Customer is required to set up only one (1) recurring SI throughout the Selected Tenure of the SLA to effect the transfer of a fixed sum in accordance with paragraph (b) above.
- g ▶ Customer has the flexibility to vary the SI amount and/or the Selected Tenure via PIB provided that the minimum SI amount is at least RM50.
- h ▶ In addition to the SI referred to in paragraph (f) above, Customer is at liberty to directly transfer or deposit any additional sum into the SLA anytime during the Selected Tenure.
- i ▶ In regard to the SI referred to in paragraph (b) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the SI referred to in paragraph (b) above or any other order or cheque drawn on the Linked SMT or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- j ▶ The Bank will effect the SI from the Linked SMT to the SLA on the stipulated SI Date. In the event the Bank is unable to effect the SI on the SI Date due to insufficient funds in the Linked SMT, there will be no contribution to the SLA for that month.
- k ▶ In the event the Bank is unable to effect the SI in accordance with paragraph (b) above for three (3) consecutive months, the SLA will be closed on the day prior to the next SI Date unless Customer has funded the Linked SMT with the amount of the SI prior to closure of the SLA. Upon closure of the SLA, the balance in the SLA less any applicable fees will be transferred to the Linked SMT.
- l ▶ Customer may potentially enjoy higher returns than the IPR on the balances in the SLA at the end of every calendar month upon the fulfilment of the following two (2) conditions :-
 - (i) No withdrawal for the calendar month; and
 - (ii) SI recurring transfer is effected for the month.

However, for the first month of the Selected Tenure, the Customer need only fulfil condition (i) above to potentially earn higher returns.
- m ▶ Customer is entitled to make unlimited withdrawals during the Selected Tenure, subject to there being a minimum RM20 balance in the SLA after such withdrawals. In the event the Customer performs any withdrawal from the SLA, the Customer will not be entitled to the potentially higher returns as mentioned in paragraph (l) above. In such an instance, the Customer may only earn the normal profit declared at the end of the month and distributed based on the agreed Profit Sharing Ratio. Such withdrawal can only be effected from the Linked SMT. In order to effect such a withdrawal from the Linked SMT, Customer must first transfer the requisite sum from the SLA to the Linked SMT via PIB. Withdrawals from the Linked SMT will be subject to the terms and conditions applicable to a SMT. Balances in the SLA are not available balances for payment of cheques issued under the Linked SMT.
- n ▶ Where the SLA is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff and Charges (which can be viewed at www.hsbcamanah.com.my) will be imposed:
 - (i) the Bank is unable to effect Customer's SI within 3 months from account opening date in accordance with paragraphs (b) and (f) above; or
 - (ii) Customer fails to set up a SI within three (3) months from the date of opening of the SLA; or
 - (iii) Customer closes the SLA before the expiry of its Selected Tenure SI.

The Premature Account Closure Fee will be deducted from the SLA prior to closure of the SLA. In the event that there is insufficient fund in the SLA, Customer authorises the Bank to deduct the premature account closure fee from the Linked SMT or any other credit balance held with the Bank.

- o ▶ Customer has the option to open up to ten (10) SLAs with each SMT. Customer can also personalise the SLA(s) with a name of up to twenty eight (28) characters via PIB only. The personalised name of the SLA will only appear on PIB for Customer's ease of reference and convenience only and is not intended to constitute the SLA as a trust account. The Bank is not liable to Customer to monitor the SLA and /or if the SLA is not used for its intended purpose as reflected in the name of the account and Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.
- p ▶ Upon maturity of the Selected Tenure, the SLA will be automatically closed and the balance in the SLA less any fee will be automatically transferred to the Linked SMT.

PASSBOOK SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ▶ All terms and conditions appearing in the passbooks shall form part of these Specific Terms and Conditions.
- b ▶ The minimum opening (initial) deposit of a Passbook Savings Account-i shall be determined by the Bank at its sole discretion.
- c ▶ Every Customer will be provided by the Bank with a passbook which must be presented for every withdrawal at the counter. No entries may be made in the passbook by the Customer. Passbooks should be presented to the Bank as and when required by the Bank for any unposted items to be entered. The passbook is not transferable or assignable and cannot be pledged as security. The Customer should examine the passbook after each transaction and, in the case of withdrawals at the counter, before leaving the counter, to ensure that the appropriate entry has been made therein.
- d ▶ Withdrawals at the counter may be made by the Customer on demand during banking hours at the branch at which the account is maintained. Any withdrawal by an authorised agent is however subjected to branch discretion and requires the production of suitable identification and authorisation. Withdrawals of not more than RM5,000 in any one day may also be made by the Customer in person at any branch of the Bank in Malaysia on production of the passbook and proof of identity.
- e ▶ Any payments made by the Bank to a person producing the passbook and a withdrawal form purported to be signed as authorised by the Customer shall have the same effect as if made by the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.
- f ▶ Passbooks should be kept by the Customer in a secure place under lock and key at all times failing which no liability of any form, will attach to the Bank. In the event of a loss of a passbook, immediate notice must be given to the Bank. The Bank will issue a new passbook against a signed indemnity only after a thorough search and enquiry have been made. A charge for issuing a new passbook may be made at the Bank's discretion.
- g ▶ The passbook is for the Customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.

- h ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Passbook Savings Account-i for investment purposes based on Shariah principles.
- i ▶ Hibah generated from utilisation of deposits in the Passbook Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

STATEMENT SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ▶ The minimum opening (initial) deposit of a Statement Savings Account-i shall be determined by the Bank at its sole discretion.
- b ▶ Account statements are sent on a quarterly basis.
- c ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Statement Savings Account-i for investment purposes based on Shariah principles.
- d ▶ Hibah generated from utilisation of deposits in the Passbook Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

BASIC SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ▶ A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to be maintained in the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.
- b ▶ Statements will be generated but not sent to Customers. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.
- c ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Basic Savings Account-i for investment purposes based on Shariah principles.
- d ▶ Hibah generated from utilisation of deposits in the Passbook Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

BASIC SAVINGS ACCOUNT-i (applicable to accounts opened from 1 September 2009 onwards)

This account is based on the Shariah principle of Wadiah Yad Dhamanah.

- a ▶ A minimum balance of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to be maintained in the Basic Savings Account-i at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.
- b ▶ Account statements in hard copy form shall be sent on a quarterly basis to the Customer. If the Customer is a registered internet banking user, the Customer may elect to receive the account statements for the Basic Savings Account-i in e-statement form which will be made available for download on a quarterly basis. Should the customer elect to receive the account statements in

e-statement form, the Bank will cease sending of the account statements in hard copy form to the Customer effective from the date such election is made by the Customer.

- c ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Basic Savings Account-i for Shariah investment purposes.
- d ▶ Hibah generated from utilisation of deposits in the Basic Savings Account-i belongs solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

CURRENT ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ▶ The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity period(s)). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- b ▶ The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.

The Customer agrees that cheques shall be written/printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, fraud or other unauthorised alterations. The Customer shall ensure that the cheque book shall be kept secure (preferably locked) and under sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not presign any cheques and shall ensure that spoilt cheques are destroyed completely.

- c ▶ Stop Payment: The stop payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ▶ The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/damage shall attach to the Bank.
- e ▶ The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- f ▶ No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorized signatory or otherwise).
- g ▶ The Customer confirms not to have been reported by any bank to the credit bureau established by BNM pursuant to Section 30(1) (mmm) of the Central Bank of Malaysia Act 1 958 and the Bank shall have the right to close any accounts of the Customer at anytime, should the Customer be reported to the said credit bureau.

BASIC CURRENT ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ▶ A statement of account shall be issued containing information relating to account(s) held in the Customer's name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals as determined by the Bank.
- b ▶ Overdrawing is not be allowed under Basic Current Account-i. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the Basic Current Account-i or any other account of the Customer with the Bank with the unauthorised overdrawing and charges at the applicable penalty rate on the amount overdrawn or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.
- c ▶ A minimum charge of RM20 (or such other amount as the Bank is allowed to impose) will be levied if the Basic Current Account-i is closed within the first three (3) months of its opening.
- d ▶ The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.

BASIC CURRENT ACCOUNT-i (applicable to accounts opened from 1 September 2009 onwards)

This account is based on the Shariah principle of Wadiah Yad Dhamanah

- a ▶ A statement of account in hard copy form shall be issued containing information relating to the Basic Current Account-i and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank. If the Customer is a registered internet banking user, the Customer may elect to receive the account statements for the Basic Current Account-i in e-statement form which will be made available for download on a monthly basis. Should the Customer elect to receive the account statements in e-statement form, the Bank will cease sending of the account statements in hard copy form to the Customer effective from the date such election is made by the Customer.
- b ▶ Overdrawing is not allowed under the Basic Current Account-i. In the event of an unauthorised overdrawing, the Bank shall be entitled, at its absolute discretion, to debit any other account of the Customer with the Bank for the amount overdrawn together with any charges at the applicable compensation rate on the amount overdrawn or a minimum of RM50 (or such other minimum amount as allowed to be imposed by the Bank from time to time) that may be incurred without further notice to the Customer.
- c ▶ The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d ▶ If the Basic Current Account-i is closed within the first three (3) months of its opening, a fee for such closure as stipulated in the Bank's Tariff and Charges (which can be viewed at www.hsbcamanah.com.my) will be imposed.
- e ▶ The Current Account-i terms and conditions shall also apply.

AMANAH GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Al-Mudharabah, and is subject to the Bank's terms and conditions governing Al-Mudharabah investment and the prevailing Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia.

- a ▶ Payment of profit in respect of Amanah General Investment of a tenor of 1-12 months shall be on the maturity date. In respect of Amanah General Investment of a tenor of 12 months and above, profit shall be paid at six monthly intervals until maturity date and where the last period to the maturity date is less than 6 months, payment shall be based on the actual remaining number of months to the maturity date.
- b ▶ Notwithstanding paragraph (a) above, profit for selected investment product types may, at the Bank's determination, be payable at monthly intervals irrespective of the tenors of the investment.
- c ▶ The Bank accepts investment for Amanah General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period. The Customer consents to the Bank utilising the investment in its financing and investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined Profit Sharing Ratio.
- d ▶ The profit accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio as agreed when the Bank accepts the investment for each certificate.
- e ▶ Unless prior written instruction is received by the Bank from the Customer or the legal personal representatives (executor(s)/administrator(s) or equivalent), the Bank will automatically renew the investment plus distributed profit for the same tenor on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the investment.
- f ▶ Should the maturity date fall on a non-working day, the Bank will automatically adjust the maturity date to the next working day.
- g ▶ Profit is payable proportionately for the completed months of investment of funds at the rate of return applicable to the completed period.
- h ▶ The certificate is neither a negotiable nor a transferable instrument.
- i ▶ No portion of the investment placed on Amanah General Investment Account-i can be withdrawn unless the original certificate is returned to the Bank duly endorsed by the Customer(s).
- j ▶ In the event that the certificate is lost, stolen, or destroyed, the Bank's standard indemnity letter shall be duly completed and signed by all the Customer(s) regardless of the signing condition before payment is made or a duplicate certificate is issued.
- k ▶ Customers are advised that for their convenience, they are to provide disposal instructions for their Amanah General Investment Account-i, as all investments are subject to the Unclaimed Moneys Act 1965.
- l ▶ The validity and availability of any investments placed in the Amanah General Investment Account-i account by way of a cheque(s) is subject to the clearance of the said cheque(s).

FOREIGN CURRENCY STATEMENT SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ▶ A Foreign Currency Statement Savings Account-i may be opened with a minimum initial deposit as determined by the Bank. If the Foreign Currency Statement Savings Account-i is closed within six (6) months of its opening, a minimum charge as determined by the Bank may be levied.
- b ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account. The Customer must open or have a Ringgit account and convert foreign currency cash into Ringgit. The Ringgit amount will be converted to the required foreign currency and credited to the Foreign Currency Statement Savings Account-i. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- c ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Foreign Currency Statement Savings Account-i for investment purposes based on Shariah principles.
- d ▶ Returns generated from the utilisation of deposits in the Foreign Currency Statement Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.
- e ▶ The Bank shall have the right to pay the customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- f ▶ The Customer agrees that the Bank may debit the Foreign Currency Statement Savings Account-i in the event the amount deposited exceeds the prescribed limit (if any) under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account

FOREIGN CURRENCY GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Al-Mudharabah, and is subject to the Bank's terms and conditions governing Al-Mudharabah investment and the prevailing Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia (AIBIM).

- a ▶ A Foreign Currency General Investment Account-i may be opened with a minimum initial investment as determined by the Bank.
- b ▶ The Bank accepts investment for the Foreign Currency General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period. The Customer consents to the Bank utilizing the investment in its financing and investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined Profit Sharing Ratio.
- c ▶ The profit accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio as agreed when the Bank accepts the investment for each certificate.
- d ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account. The Customer must open or have a Ringgit account and convert foreign currency cash into Ringgit. The Ringgit amount will be converted to the required foreign currency and credited to the Foreign Currency General Investment Account-i. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.

- e ▶ Subject to paragraphs b and c above, the investment in the Foreign Currency General Investment Account-i may be paid profit at maturity in accordance with the prevailing AIBIM Rules.
- f ▶ Subject to the AIBIM Rules, premature upliftments of investments may not be allowed and if exceptionally allowed, no profit will be paid for the completed period. The total replacement costs, penalty charge and any loss calculated at prevailing market rates will be borne by the Customer.
- g ▶ Written disposal instructions on any foreign currency investments other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before maturity date, failing which the investment (plus any accrued profit / less interim profit whichever is applicable) will be automatically renewed for a similar period.

GENERAL

In the event of any inconsistency between the English version of these Specific Terms & Conditions and that translated into Bahasa Malaysia or any other language, the English version of these Specific Terms & Conditions shall prevail.