

**1. APPLICATION**

- 1.1 This document constitutes a Service Schedule and must be read together with the Master Services Terms and Conditions and/or Master Services Agreement (as the case maybe) and other Relevant Agreements.
- 1.2 The provisions of this Service Schedule apply where AmBank provides Payment Services to the Customer.
- 1.3 In this Service Schedule, unless the context otherwise requires, "Payment Instructions" means the payment instructions comprised in:
- any Storage Device;
  - Payment Services Transmittal Form; and/or
  - such other form and media as may be prescribed by AmBank from time to time.

**2. PAYMENT INSTRUCTIONS**

- 2.1 Upon AmBank's receipt of Payment Instructions from the Customer, AmBank is authorised to issue Cheques, effect Wire Transfers or make other forms of payments in accordance with the Payment Instructions if:
- there are sufficient, clear, free and available funds in the Payment Account, and AmBank is able to debit the Payment Account with:
    - the relevant amount required for the payment; and
    - the relevant fees and disbursements in relation to the payment
  - All Cheques issued by AmBank for and on behalf of Customer in connection with Payment Services must be in "account payee" form only.
- 2.2 AmBank may use any of its Affiliates in performing any of its obligations under this Service Schedule.
- 2.3 AmBank is authorised to:
- hold any Cheques upon their issuance for Customer's collection; or
  - upon Customer's instructions and at Customer's risks, send the Cheques to Customer or the beneficiaries by mail or courier.

**3. CHANNELS**

- 3.1 **Channels.** Subject to Clause 3.2, Customer may deliver Customer's Payment Instructions to AmBank via only one of the following Channels:
- e-AmBiz;
  - AmAccess Corporate;
  - AmAccess Biz; or
  - SFTP/MFT;
- 3.2 **Other Channels.** The Customer may send Payment Instructions to AmBank through Channels other than AmAccess or SFTP/MFT only with the prior written consent of AmBank.
- 3.3 **Multiple Channels.** If Customer delivers Payment Instructions to AmBank through more than one Channel without AmBank's prior written approval:
- AmBank shall not be liable to Customer for any loss or damage arising from any action or omission by AmBank pursuant to any

Payment Instructions comprised in the different Channels even if such action results in duplicate payments;

- AmBank may at its discretion act on any Payment Instructions delivered via whatever Channel AmBank deems appropriate, or decline to act on any or all such Payment Instructions.

**3.4 Conflict and Priority.** If there is any conflict in the Communications sent by Customer to AmBank through different Channels, the Communications shall take precedence according to the following order (unless the parties otherwise agree in writing):

- e-AmBiz;
- AmAccess Corporate;
- AmAccess Biz;
- SFTP/MFT;
- a Storage Device;
- written data, Payment Instructions and other Communication delivered by hand; and
- written data, Payment Instructions and other Communication transmitted by facsimile.

**3.5 Payment Instructions.** AmBank shall treat a Payment Instruction as received when it has received all relevant authorisations. Any Payment Instruction received after the Cut-Off Time on any day will be treated as received on the next Business Day.

**4. FOREIGN CURRENCY**

**4.1 Transaction Irrevocable.** Where the Customer instructs AmBank to pay an amount of foreign currency purchased by the Customer under a foreign exchange transaction made directly by the Customer with AmBank's treasury department, such foreign exchange transaction shall be irrevocable even if the corresponding Payment Instruction is revoked.

**4.2 Forex Rate.** If the Customer instructs AmBank to make a foreign currency payment using a Forex Rate, AmBank shall use that Forex Rate if AmBank receives the relevant Payment Instruction before the Forex Rate expires. If AmBank receives the relevant Payment Instruction after the expiry of the Forex Rate, AmBank may:

- use the Forex Rate at the time of receipt or the Forex Rate at the time that the payment is processed; or
- reject the transaction comprised in the Payment Instruction and return the Payment Instruction to Customer.

**4.3 Suspension.** AmBank may suspend trading in any foreign currencies at any time.

**5. PAYMENT BY CUSTOMER**

**5.1** For each Payment Services Transaction, the Customer must pay AmBank an amount equal to the face amount of the Cheque issued or the amount transferred via Wire Transfer.

**6. STOP PAYMENTS, CANCELLATION AND LATE OR NON-PRESENTATION**

**6.1 Requests to Stop Payment.** The Customer may request AmBank to stop payment of any issued Cheque which has been stolen, lost or destroyed, or to cancel issuance of any unissued Cheque.

- 6.2 AmBank may Refuse Request.** AmBank may at its discretion decline to accede to a request to stop payment of any Cheque where such stoppage is not permitted by Applicable Laws, or might give rise to liability on the part of AmBank to any third party.
- 6.3 Stale Cheque.** If any Cheque is not presented for payment on or before its Expiry Date, then AmBank will upon the Customer's request or after a reasonable time (as determined by AmBank at its sole discretion) after the Expiry Date of that Cheque:
- (a) credit to the Customer's Account the amount of that Cheque;
  - (b) send to Customer a new Cheque in favour of the Customer for the amount (less any fees, disbursements and other charges) stated in the Cheque; or
  - (c) if the Customer has ceased to have any active banking relationship with AmBank and AmBank is unable to contact the Customer after reasonable effort, AmBank may pay such amount to Bank Negara Malaysia under the Unclaimed Monies (Amendment) Act 2002 (Act 1161).
- 6.4 Refund in A Different Currency.** Should the Customer request or Applicable Laws require that reimbursement on a stopped, cancelled or expired Cheque be in a different currency from that of such Cheque, AmBank may convert at any time the relevant funds into the appropriate currency of reimbursement, at the Forex Rate on the date such reimbursement is made.